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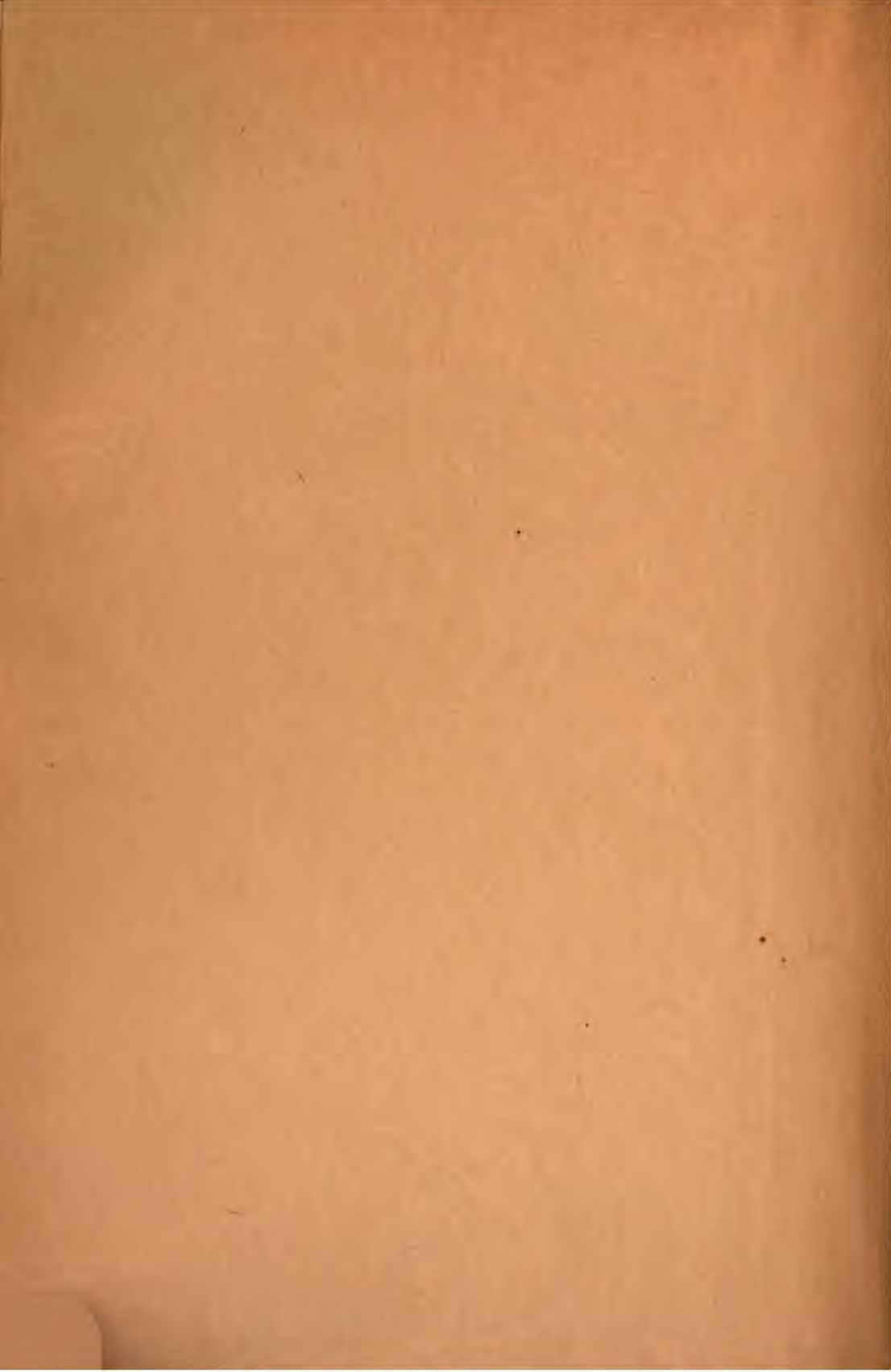
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THIRTY-SIXTH
ANNUAL REPORT
OF THE
RAILROAD COMMISSION
of **GEORGIA**

1908

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THIRTY-SIXTH REPORT

OF THE

RAILROAD COMMISSION

OF

GEORGIA

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GEO. F. MONTGOMERY, Rate Expert,
CAMPBELL WALLACE, Secretary.
JAMES K. HINES, Special Attorney.

1910

REPORT

OFFICE OF THE RAILROAD COMMISSION OF GEORGIA,

ATLANTA, GA., May 1st, 1909.

To His Excellency, Hoke Smith, Governor.

SIR: In obedience to the requirements of the Law, the Railroad Commission of Georgia begs herewith to submit its 36th annual report.

The various subjects handled by the Commission since its last report are not covered in this letter of transmission, but are treated elsewhere herein under appropriate headings, proper reference to all of which are made under the subject and general indexes.

This plan of reporting the work of the Commission during the period stated is adopted rather than in presenting same in narrative form, as heretofore; for the purpose of providing a more convenient reference to the various subjects. Some of the subjects treated are: Stocks and Bonds; Tracks and other Inspections; Claims; Passenger-Train Accommodations; Complaints against Electric Light and Electric Railway Companies; Depots and Side-tracks; Hydro-Electrical Power Companies; Transportation of Explosives; Water Courses in Georgia; The Opinions of the Special Attorney to the Commission; Railroads incorporated since August 22nd, 1907, and others. All of the rules, classifications, classified lists of railroads as relate both to the passenger and freight rates, railroad distance tables and all other regulations, and as well table showing the financial operations of railroads for the fiscal year ending June 30th, 1908, and other tables, are all set out in this report, and as stated, reference to each subject can easily be had under the index in back of the book.

INCREASE IN INTERSTATE RATES.

During the early summer of 1908, by concerted action of all of the railroad companies concerned, a formal notice was promulgated for a general increase in freight rates, effective August 1st of that year, on classes B, C, D and F, amounting to 3 cents per hundred pounds on meats, 2 cents per hundred pounds on grain and 2 cents per hundred pounds on flour, from Ohio and Mississippi river crossings to southeastern points. These increases being on the necessities of life, the burden and enhanced price would necessarily fall upon the consumer.

This Commission, after thorough investigation, reached the conclusion that this increase was excessive and unreasonable, and ought not to be allowed; but it being a matter of interstate commerce the only remedy was to carry the question by appeal before the Interstate Commerce Commission. Accordingly,

this Commission on August 27th, 1908, ordered that the Special Attorney of the Commission, Judge Jas. K. Hines, prepare and present such appeal to the Interstate Commerce Commission as provided by the laws of this State, and as is set forth in the act of December 18th, 1890. The Attorney-general, Judge John C. Hart, was requested to act with Judge Hines in presenting and prosecuting said appeal. This duty was promptly and ably discharged.

Elaborate hearings have been had thereon, in Atlanta before members of the Interstate Commerce Commission, and later, in Washington, D. C., before that body itself. No decision has yet been rendered, but the Counsel managing the case have a good hope of success.

There were certain other cases involving similar or cognate questions heard at the same time, or during the same period; and the decisions when rendered are expected to be far reaching in their effect upon the rate situation in southern territory, and they are looked for with deep interest by shippers and carriers, as well as the public.

RECOMMENDATIONS

STOCK AND BOND ISSUES.

In our last annual report, we suggested that the Legislature define the basis of capitalization of Corporations, Stock and Bond issues of which the Commission is called upon to approve. The Legislature thus far has not seen fit to do so, and hence the Commission is left to exercise its own discretion in such matters, until such time as the Legislature may lay down a rule for its guidance, which we deem important. The Legislatures of some of the States have provided by statute the maximum amount of stock and bonds to be issued above which the Commission may not go in allowing what is known as a "bonus" or "promoters risk."

When a railroad is to be built, for instance, and the estimate *actual* cost of construction and equipment is \$1,000,000, and the promoters ask the Commission for an issue of \$1,500,000 of stocks and bonds to cover the cost of construction and equipment, as well as the risk to be assumed by them, how much of the above amount shall the Commission allow? Undoubtedly few, if any, promoters of railroads would undertake the construction and equipment of same without some margin for profit and the various risks assumed. But how much "bonus," if any, should the Commission allow for this purpose? This is the question the Commission would like for the Legislature to answer, by appropriate legislation for its guidance and direction. The Commission would, as far as it justly and equitably can, encourage the building of new railroads within the State, but on the other hand feels that it must safeguard against overcapitalization and watered stocks and bonds.

In the absence of legislative direction, the Commission will be compelled to exercise its best judgment and discretion in such matters, as in the past, keeping in view the great responsibility and vast interests involved.

SALE OF UNCLAIMED SHIPMENTS.

The law authorizing sales of lost and unclaimed freights and regulating such

sales, as found in Section 2303 of the Code of 1895, provides for notice, intended of course, for the benefit of the owner, by advertisement in some appropriate newspaper, but for no other notice. Such advertisements often include a very long and confused list of articles and are rarely read or scanned by the general public. In this way the owner of property to be sold often fails to get notice of such sale.

It happens not infrequently that some knowledge exists that, with proper diligence, could be made use of to reach the actual owner of the goods or party at interest by sending special notice through the mails. For want of such notice, serious damage sometimes happens to the owner, as often there is nothing to indicate the nature or value of the contents of boxes or packages thus sold, and they are oftentimes sold for a trifle.

We recommend that this law be amended so as to require that in cases of all such sales, wherever there be shown on the box or package in question any tag, or label or mark indicating the owner and his residence, or where such owner and residence is in any manner known, it shall be the duty of the carrier to mail notice of the time and place of such sale to such owner at least two weeks before the sale occurs.

Respectfully submitted,

S. G. McLENDON, Chairman,

H. WARNER HILL,

O. B. STEVENS,

GEORGE HILLYER,

CHAS. MURPHEY CANDLER,

Commissioners.

CAMPBELL WALLACE, Secretary.

CIRCULARS

RAILROAD COMMISSION OF GEORGIA.

S. G. McLENDON, Chairman; H. W. HILL, O. B. STEVENS, FULLER E. CALLAWAY,
GEORGE HILLYER, Commissioners.
GEORGE F. MONTGOMERY, Secretary.

ATLANTA, GA., July 15, 1908.

CIRCULAR NO. 339.

Freight and Passenger Tariffs of Savannah, Augusta and Northern Railway Company.

The Savannah, Augusta & Northern Railway is hereby placed in Freight and Passenger Classes "D," or the Commissioners' Classified Lists of Railroads, and is allowed to charge for the transportation of freight and passengers no more than the rates prescribed for said classes.

Freight Tariff of Ocilla, Pinebloom and Valdosta Railway Company.

The Ocilla, Pinebloom and Valdosta Railway is hereby placed in Freight Class "D," of the Commissioners' Classified List of Railroads, and is allowed to charge for the transportation of freight no more than the rates prescribed for said Class.

CLASSIFICATION.

The following changes in and additions to the Commissioners' Classification of Freight are hereby made:

Cooking Oil. See Lard.

Lard, viz.:	C. R.	O. R.
Cooking Oil, (products of cotton-seed oil or cocoanut oil),		
In glass or stoneware, packed	1	
In tin cans, packed, or in iron or steel barrels or drums, or		
in wood		B
Fullers Earth. Same as Clay.		
Grease, N. O. S., in buckets, tubs, kits or kegs, L. C. L.	3	
Grease, N. O. S., in boxes, barrels or casks	6	
Oil Tank Wagons. See vehicles.		
Vehicles, viz.:		
Oil Tank Wagons, S. U., L. C. L., min. wt. 4,000 lbs.....	D1	
Same, tongues, wheels, poles or shafts, detached, L. C. L.	2	
Same, C. L., min. wt. 20,000 lbs.	5	
Sieves, Tin, nested, packed in boxes	2	
Sieves, Wire, boxed or crated	2	
Vinegar, in glass. Same as Beer, Ale and Porter in glass.		

This Circular shall be effective on and after July 25, 1908, and repeals everything in conflict.

By Order of the Board:

S. G. McLENDON, Chairman.

GEO. F. MONTGOMERY, Secretary.

RAILROAD COMMISSION OF GEORGIA.

S. G. McLENDON, Chairman; H. W. HILL, O. B. STEVENS, FULLER E. CALLAWAY,
 GEORGE HILLYER, *Commissioners*.
 GEO. F. MONTGOMERY, *Secretary*.

ATLANTA, GA., July 29, 1908.

CIRCULAR NO. 340.

RATES FOR COMPRESSING COTTON.

On and after August 30, 1908, the rates for compressing cotton by compress corporations or associations and persons or companies owning, leasing or operating the same, subject to the jurisdiction of the Railroad Commission of Georgia, shall be as follows:

6 band cotton, 7 cents per 100 lbs.

8 band cotton, 8½ cents per 100 lbs.

By Order of the Board:

S. G. McLENDON, Chairman.

GEO. F. MONTGOMERY, Secretary.

RAILROAD COMMISSION OF GEORGIA.

S. G. McLENDON, Chairman; H. W. HILL, O. B. STEVENS, FULLER E. CALLAWAY,
 GEORGE HILLYER, *Commissioners*.
 GEO. F. MONTGOMERY, *Secretary*.

ATLANTA, GA., November 23, 1908.

CIRCULAR NO. 341.

PASSENGER RULES.

Passenger Rule No. 5, is hereby amended to read as follows:

RULE 5.

If such baggage is not checked within twenty-four hours after being so received, such companies are authorized to charge twenty-five cents for storage of same for each separate twenty-four hours, or fraction thereof, after the expiration of said twenty-four hours, Sundays and legal holidays excepted.

The following rule is hereby adopted as Passenger Rule No. 13:

RULE 13.

All passenger trains operated in this State shall, at all stations where such trains stop, either upon flag or regular schedule, be brought to a standstill with such relation to the waiting-room of the station building, or other passenger facilities at said station, as will render egress from and ingress to said trains most practicable and convenient for the passengers, without reference to the convenient handling of baggage or other freight.

The following rule is hereby adopted as Passenger rule No. 14:

RULE 14.

No person shall be permitted to board a train, or enter a car in which passengers ride, in this State, with a loaded gun, and all breech loading guns shall be unbreached on boarding such train or entering such car.

Conductors of railway trains are authorized to see to the enforcement of this rule, and failure on the part of any passenger to comply with the terms hereof shall be cause for ejecting such passenger from the train.

CLASSIFICATION.

The following changes in and additions to the Commissioners' Classification of Freight are hereby made:

	C. R.	O. R.
Baskets, Cotton Pickers, Split, Nested	3	
Barrels, Iron or Steel, empty	6	
Bottles, Empty, packed	1	5
Cotton Samples	1	
Omit under Food Preparations, in rating reading "In bags or boxes ... 5," the words "or boxes."		
Salt Brick, Plain, in boxes, L. C. L.	C	
Same, C. L.	O	
Salt Brick, Medicated, in boxes L. C. L.	4	
Same, C. L.	6	
Salt, in sacks or barrels, L. C. L.	C	
Salt, in sacks or barrels, C. L.	O	
Flour, in sacks other than paper, 10 lbs. per sack and over	C	
Same, less than 10 lbs. per sack	6	
Flour, in paper, not packed, not taken.		

This Circular shall become effective on and after December 3rd, 1908, and repeals everything in conflict.

By order of the Board:

S. G. McLENDON, Chairman.

GEO. F. MONTGOMERY, Secretary.

INLAND WATER TRANSPORTATION IN GEORGIA.

The navigable rivers in Georgia are an important factor in our transportation progress. The South Carolina Railroad, at the time of its completion in 1833, the longest railroad in the world, was originally constructed to attract business from the Savannah River to Charleston in competition with the City of Savannah. From Augusta to Charleston, by water, via Savannah, was 610 miles. There were numbers of steamboats plying between Charleston and Augusta and by the construction of the South Carolina Railroad the distance was reduced to 136 miles. The Railroad, therefore, had to compete with the River and its first tariffs were framed in the language of river transportations.

Water competition has had always an influence in all rate constructions east of the Mississippi. Our inland water ways under a comprehensive system of flood storage and other methods of improvement ought to become more valuable to the State in the future than they have ever been.

There are now plying on the Savannah River ten steamboats, on the Chattahoochee six, on the Altamaha and its tributaries five, on the Ocmulgee and Oconee two, and on the Flint four steamboats.

For the purpose of inviting the attention of the people to this important subject the following is quoted from the report of the United States Geological Survey for the year 1908:

SAVANNAH RIVER.

The Savannah River is navigable from its mouth up to Petersburg, a distance of 48 miles above the city of Augusta. That part of the river above Augusta is not well adapted to open navigation because of its steep slope, while that part below Augusta has all the possibilities of a valuable highway. The river, as a whole, presents one of the best cases to demonstrate that the conservation of water and its proper manipulation may under certain conditions be far more effectual in maintaining navigable depths than any of the measures that have been included in the method of channel adjustment. Here is a river which, during the greater part of the year, is navigable for steamboats drawing from 4 to 5 feet of water, but which during low-water seasons is marked by shoals in its upper portion with low-water depth of not more than 3 feet.* The improvement of this river, as outlined in the Report of the Chief of Engineers, U. S. Army, for 1890, is to be accomplished by removing sand and gravel bars, regulating portions of the river, revetting banks, and inclosing incipient cut-offs.

In pursuance of this plan the United States has expended up to June 30, 1905, the sum of \$517,643, of which \$58,935 was expended upon the river above Augusta. The estimate of the cost for completion of the present project is \$645,045. The expenditures in the upper portion of the river have been suspended because the experience gained showed that a comprehensive plan for permanently improving this portion of the river would involve an expenditure of funds entirely out of proportion to the prospective commercial benefits. Therefore, navigation development in the Savannah River has been confined to that portion below the city of Augusta.

It is of interest to determine the effect of the proposed system of reservoirs on the navigation possibilities in the Savannah River. From topographic surveys already made 14 reservoir sites have been selected, the total capacity of which equals the run-off from 1,670 square miles of drainage area, which is equivalent to 23 per cent. of the entire drainage area above Augusta. The facts concerning these reservoir sites are given in Table 9:

TABLE 9.—Selected reservoir sites in the Savannah River basin.

Stream and Location.	Catchment area.	Mean annual run-off per square mile.	Flow available.	Capacity of reservoir.	Capacity of reservoir in catchment area.	Height of dam	Area of flow line.
	<i>Square miles.</i>	<i>Cubic ft. per sec.</i>	<i>Cubic ft. per sec.</i>	<i>1,000,000 cu. ft.</i>	<i>Square miles.</i>	<i>Feet</i>	<i>Acres.</i>
Keowee River, Pickens Co., S. C.....	270	3.45	930	25,130	230	150	11,240
Little River, Oconee Co., S. C.....	90	3.45	310	8,480	80	100	5,820
Twelvemile Creek, Pickens Co., S. C.....	160	3.45	550	2,210	20	50	3,080
Twenty-three Mile Creek, Anderson Co., S. C.....	150	3.45	520	15,370	140	70	6,620
Conneross Creek, Oconee Co., S. C.....	80	3.45	280	1,700	20	50	2,330
Tugaloo River, Southwest Oconee Co., S. C.....	260	3.45	900	11,870	110	100	8,140
Chattooga River, West Oconee Co., S. C.....	220	3.45	410	9,470	90	150	3,310
Do.....	190	3.45	660	15,920	140	150	4,680
Tallulah River, Rabun Co., Ga.....	130	4.35	570	2,440	20	90	1,860
South Fork River, Oglethorpe Co., Ga.....	260	1.89	490	1,940	30	50	2,660
Broad River, Madison Co., Ga.....	440	1.89	830	28,580	440	98	17,850
Hudson River, Banks Co., Ga.....	180	1.89	340	4,680	80	50	6,420
Beaver Dam Creek, East of Elberton, Ga.....	110	1.89	210	7,030	110	98	3,960
Rocky River, near Lowndesville, S. C.....	240	1.89	450	9,060	160	100	6,580

Assuming that these reservoirs have been constructed and that they have been filled with flood waters which, in the present unrestrained state, do so great damage along the Savannah, what will be the effect in the cross section of the river at Augusta if the water is allowed to escape during the low-water season? The long series of records obtained by the United States Geological Survey at Augusta makes the determination of this point extremely simple. The results are embodied in Table 10, which shows the periods during which increased depth could be maintained at Augusta.

TABLE 10.—Savannah River.

Increase of stage.	Flow required.	Duration of flow.		
		Reservoirs full.	Reservoirs three-fourths full.	Reservoirs one-half full.
<i>Feet.</i>	<i>Cubic feet per sec.</i>	<i>Days.</i>	<i>Days.</i>	<i>Days.</i>
1	690	2,260	1,700	1,130
2	1,770	920	690	460
3	3,130	520	390	260
4	4,650	350	263	175
5	6,270	260	195	130
6	7,990	204	153	102
7	9,810	166	124	83
8	11,730	139	104	70
9	13,750	118	89	59

The facts indicated in Table 10 are the most remarkable yet presented. The amount of water that may be stored in these reservoirs is sufficient to maintain

an added depth of 9 feet at the Augusta cross section for a period of one hundred and eighteen days, which is equivalent to an assumed low-water season of four months. Even if the reservoirs were only one-half full at the beginning of the low-water season there would still be an amount of water sufficient to add an additional 5-feet to the river for a period of one hundred and thirty days. The reservoir capacity set forth in Table 10 is probably greater than it would be necessary or economical to build. It is not the function of this paper to determine upon the proper capacity for development. On the contrary, the aim is to show only a part of the possibilities of water conservation. Neither in the case of the Savannah nor any other river discussed in this paper have the examinations been sufficiently extensive to give all the possibilities. Having discovered and verified a sufficient number for the purposes in view, the search has been discontinued. It should be remembered, also, that these possibilities are not confined in their application to the benefits to navigation, but extend to the prevention of floods, to the increase of water power and to all the other useful purposes to which water is put.

The Savannah River is an important stream commercially. During the year 1904 seven steamers were engaged in river traffic, making 300 round trips between Savannah and Augusta and carrying 61,353 tons of freight. There were also received at Savannah from this river in small boats and lighters 107,000 bushels of rice, valued at \$82,600, and timber valued at \$330,000. But the stretch between Savannah and Augusta would become a far more important artery of commerce than it is if a good navigable depth could at all times be assured.

ALTAMAHA RIVER.

Navigation on the Altamaha River and its tributaries covers 480 miles; 131 miles from the mouth to the junction of the Oconee and Ocmulgee rivers, 147 miles up the Oconee to Milledgeville, and 202 miles up the Ocmulgee to Macon. The Oconee at ordinary stages is navigable only to a point about 25 miles above Dublin, Ga., or a distance of 104 miles from the confluence, while the Ocmulgee during recent years has not been navigable, except at high water, above Hawkinsville, a distance of 133 miles from the confluence.

Navigation on the Altamaha consists largely of the rafting of lumber. During 1904 109,000,000 feet, valued at \$1,350,000, passed down the river. The majority of this timber came from the Oconee and Ocmulgee rivers, though about 49,000,000 feet originated on the Altamaha. There were also 4,500 tons of freight, valued at \$200,000.

The present project of the Government for the improvement of the Altamaha River provides for the establishment of a channel 3 feet deep at summer low-water, to be accomplished by removing shoals and sand bars, building deflecting dikes, and inclosing incipient cut-offs. The amount expended on the work under the present project, was up to June 30, 1905, \$74,362, of which \$9,000 was for maintenance. This added to the amount previously expended gives a total of \$144,139. The estimated cost of the completion of the project is \$259,000.

Oconee.—On the Oconee River the present Government project provides for the establishment of a navigable channel 3 feet deep at ordinary summer low-water from Milledgeville to the mouth, at a cost estimated at \$171,000. The amount expended on this project to June 30, 1905, was \$153,808. In 1904 the amount of

freight was 32,160 tons, valued at \$443,225. In addition to this, 60,000,000 feet of lumber were rafted down the stream. In spite of all expenditures the summer low-water depth is about $2\frac{1}{2}$ feet between the forks and a point 25 miles above Dublin, and $1\frac{1}{2}$ feet between this point and Milledgeville. The river occasionally falls below this stage and frequently rises to 20 feet above it.

Consideration will here be given only to the main stream and the Oconee, because the surveys made under the Appalachian National Forest project do not include the headwaters of the Ocmulgee, in which region there are many good reservoir sites which, if developed, would probably have as great beneficial effects on the main stream as those now to be discussed on the Oconee. Table 11 shows the reservoir sites which have been selected in the Oconee drainage basin.

TABLE 11.—Selected reservoir sites in the Oconee River Basin.

Stream and Location.	Catchment area.	Mean annual run-off per square mile.	Flow available.	Capacity of reservoir.	Capacity of reservoir in catchment area.	Height of dam.	Area of flow line
	<i>Square miles.</i>	<i>Cubic ft. per sec.</i>	<i>Cubic ft. per sec.</i>	<i>1,000,000 cubic ft.</i>	<i>Square miles.</i>	<i>Feet.</i>	<i>Acres</i>
Oconee River, Jackson Co., Ga.....	170	1.18	200	8,260	170	74	6,870
Middle and Mulberry Forks, Jackson Co., Ga.....	340	1.18	400	13,520	340	98	6,290

The two enormous reservoir sites set forth in Table 11 will conserve the mean annual discharge from 510 square miles of drainage area, and the total storage capacity will be 21,780,000,000 cubic feet. The Geological Survey has for many years maintained a station on the Oconee River at Dublin. The discharge of water from these reservoirs at different rates and under different conditions and the effects upon the river stage at that point are given in Table 12:

TABLE 12.—Oconee River.

Increase of stage.	Flow required.	Duration of Flow.		
		Reservoirs full.	Reservoirs three-fourths full.	Reservoirs one-half full.
<i>Feet.</i>	<i>Cubic feet. per sec.</i>	<i>Days.</i>	<i>Days.</i>	<i>Days.</i>
1	475	460	346	230
2	1,130	194	145	97
3	1,840	119	89	60
4	2,610	84	63	42
5	3,510	62	47	31

CHATTAHOOCHEE RIVER.

On the Chattahoochee River conditions are similar to those along other coastal streams which have been considered. The difficulties are lack of navigable depth at low-water seasons of the year, in spite of the expenditure of large

sums of money by the Government. No increased depth has been gained, and each season has brought in greater quantities of sand, filling the original river bed and gradually changing its regimen. It is the endeavor to maintain a 4-foot draft at ordinary low water, but during some seasons a scant 3 feet can be carried. It is apparent, then, that the greatest need along the Chattahoochee is extra depth. Sufficient water can be stored in upland reservoirs to provide this. There are many good reservoir sites in the Chattahoochee basin; but of these, four are especially recommended. Their locations and characteristics appear in Table 13:

TABLE 13.—*Selected reservoir sites in the Chattahoochee River Basin.*

Stream and Location.	Catchment area.	Mean annual run-off per square mile.	Flow available.	Capacity of reservoir.	Capacity of reservoir in catchment area.	Height of dam.	Area of flow line
	<i>Square miles.</i>	<i>Cubic ft. per sec.</i>	<i>Cubic ft. per sec.</i>	<i>1,000,000 cubic ft.</i>	<i>Square miles.</i>	<i>Feet.</i>	<i>Acres</i>
Chattahoochee River North of Gainesville, Ga.....	350	2.34	820	24,360	320	140	11,110
Chestatee River, Northwest of Gainesville, Ga.....	140	2.34	330	10,640	140	100	7,300
Chestatee River, East of Dahlo-nega, Ga.....	150	2.34	350	3,300	40	100	2,260
Chattahoochee River, East of White County, Ga.....	110	2.34	260	5,520	70	100	3,790

The mean annual flow from 570 square miles can be entirely retained in these reservoirs. This amounts to 17 per cent. of the entire drainage area above West Point. The effect of the discharge of water from these reservoirs during low-water seasons has been measured along the section of the river at West Point where a gauging station is maintained by the United States Geological Survey. It should be noted that the West Point station is in a steep portion of the stream and that the increase of stage here with a given quantity of water is not as great as it would be along the flat navigable part of the river below Columbus, Ga. Table 14 contains figures concerning the increase of stage at West Point:

TABLE 14.—*Chattahoochee River.*

Increase of stage.	Flow required.	Duration of Flow.		
		Reservoirs full.	Reservoirs three-fourths full.	Reservoirs one-half full.
<i>Feet.</i>	<i>Cubic feet per sec.</i>	<i>Days.</i>	<i>Days.</i>	<i>Days.</i>
1	1,150	430	324	215
2	2,900	177	133	88
3	5,050	98	74	49
4	8,064	62	46	31



This map illustrates the splendid system of interior navigation of the United States.

EXPLOSIVES AND OTHER DANGEROUS ARTICLES.

On May 28, 1908, Congress passed an Act requiring that within ninety days the Interstate Commerce Commission should formulate regulations for the safe transportation of explosives, which Act provided that said regulations should be binding upon all common carriers engaged in interstate commerce which transport explosives by land.

The importance of this subject may be judged from the fact that for any violation of the regulations promulgated by the Interstate Commerce Commission the offender was to be fined not exceeding \$2,000 or imprisoned not exceeding 18 months, or by both such fine and imprisonment in the discretion of the court.

Investigating this subject the commission recently called on Col. B. W. Dunn, Chief Inspector of "The Bureau for Safe Transportation of Explosives and other Dangerous Articles," for information upon the subject. In reply to the commission's inquiry Col. Dunn, under date of March 4, 1909, furnished the commission with the following statement:

"Summary of statistics relating to accident in handling explosives and inflammables, compiled by the Bureau of Explosives. The compilation is necessarily incomplete: The bureau has had an active organization only since June 10, 1907, and the figures include the year, 1908.

IN TRANSPORTATION, USE OR STORAGE.

Killed	Injured	Known Property Loss
282	315	\$3,465,085.05

IN MANUFACTURE.

Killed	Injured	Known Property Loss
272	152	\$ 406,609.00

"During the year 1908, the bureau inspected 5,603 railroad stations, at which explosives are handled, 1,008 stations, handling inflammables, and 1,540 storage magazines. It has condemned as unsafe for shipment and prevented the transportation by rail of 4,852 boxes of high explosives, amounting in all to 242,600 pounds."

When the capacity of one pound of high explosives to kill and injure is considered, the above figures will serve to illustrate to some extent, what has been accomplished by the bureau under the organization of Col. Dunn.

In obedience to the Act of Congress of May 28th, the Interstate Commerce Commission promulgated on the first day of July, 1908, regulations for the transportation of explosives. These regulations apply

of course, only to interstate commerce and impose duties upon shippers and carriers and the Act of Congress imposes penalties upon shippers and carriers who violate these regulations.

Appreciating the great importance of this subject the railways of the country have organized the bureau for the safe transportation of explosives.

In an address before the National Association of Railway Commissioners in October, 1908, Col. Dunn, discussing efforts of the railway companies in this respect said:

"Whenever it could be demonstrated that safety to life and property was involved they have not hesitated to assume large financial and other burdens. To systematize and direct the education of all concerned and to promote a uniform enforcement of the regulations, the railroads are expending an increasing amount, now about \$80,000 per annum, to maintain a Bureau of Explosives, and this amount is negligible when compared with the average of \$5.00 to \$10.00 expended for special preparation and special treatment of each of the 600 to 700 cars started daily in the United States with lading composed in whole or in part of explosives.

"The total of this expense approximates two millions of dollars per annum and it has been voluntarily met without insisting as yet that the general public bear its share of the burden.

"In a similar way the large manufacturers of explosives have increased their costs. An increase in the thickness of lumber of the dynamite box from $\frac{3}{8}$ to $\frac{1}{2}$ inch increased the packing expenses of the largest shippers of dynamite over \$250,000 per annum, and while this is the principal one it is not the only item.

"I feel free to invite attention to these matters as I am a disinterested party only temporarily connected with the work."

This matter will be more thoroughly understood when it is stated that Col. Dunn of the U. S. Army was detailed for the purpose of assisting in the education of the shippers and carriers upon this subject. A recital of the details of a single accident will show the hazard to life and property in the transportation of explosives. The following is a brief history of an accident at Harrisburg, Pa., on May 11, 1905:

"Train 2188 of the Pennsylvania Railroad was flagged on account of switching engine in advance stopping to drop off ten cars. The engine of 2188 was leaking badly, which prevented engineer from seeing

flag until within a short distance of the switching train. The application of the air brake caused one of the cars to be thrown on the west bound passenger track. A passenger train was passing at this time and ran into the wreckage. The engine of the passenger train was upset, the baggage car and day coach derailed and the sleepers remained on track. About three minutes afterwards, there was a low rumbling noise almost immediately followed by a violent explosion, then a second explosion not quite so violent, and then a series of smaller ones from small quantities of powder and gas tanks of the Pullman cars. Freight train was made up of 68 cars, and the passenger train of one baggage car, one day coach and six sleepers.

"The car that was wrecked was followed by a car containing 400 boxes 50 pounds, each, total 20,000 of Judson powder, a low-grade explosive of not over 8 per cent. nitroglycerine. Car was properly inspected and cards reading: 'Explosives, handle carefully,' were placed on each side and both ends. It is believed explosion was caused by fire which was started by sparks produced by friction or coal from the engine of passenger train. As a result of this explosion twenty persons were killed and a large number injured. The property loss was about \$500,000."

In the State of Georgia, the law upon this subject is found in Sections 2291 and 2292 of the Code. It has been recommended that there shall be uniform legislation in all the States on this subject, the purpose of which will be to carry into effect the regulations promulgated by the Interstate Commerce Commission.

The following form of legislative enactment has been recommended to all the States upon this subject:

**AN ACT TO PROMOTE THE SAFE TRANSPORTATION OF EXPLOSIVES AND
OTHER DANGEROUS ARTICLES AND TO PROVIDE PENALTIES FOR
ITS VIOLATION.**

Be it enacted by the General Assembly of the State of Georgia and it is hereby enacted by the authority of the same.

SECTION 1. That it shall be unlawful to transport, carry or convey any dynamite, gunpowder or other explosives between any place within the State of Georgia, or any vessel, car or vehicle of any description, operated by a common carrier, which vessel, car or vehicle is carrying passengers for hire. Provided that it shall be lawful to transport on any such vessel, car or vehicle, small arms ammunition in any quantity, and such fuses, torpedoes, rockets or other signal devices as may be

essential to promote safety in operation, and properly packed and marked samples for laboratory examination, not exceeding a net weight of one-half pound each, and not exceeding twenty samples at one time in a single vessel, car or vehicle; but such samples shall not be carried in that part of a vessel, car or vehicle which is intended for the transportation of passengers for hire, and provided further, that nothing in this section shall be construed to prevent the transportation of military or naval forces with their accompanying munitions of war on passenger equipment vessels, cars or vehicles.

SEC. 2. That the regulations formulated by the Interstate Commerce Commission, pursuant to Section 2 of an Act of Congress, Public No. 174, approved May 30, 1906, shall be binding upon all common carriers engaged in interstate commerce within the State of Georgia, which transport explosives by land.

SEC. 3. That it shall be unlawful to transport, carry or convey liquid nitroglycerine, fulminate in bulk in dry condition, or other like explosives between any places within the State of Georgia, on any vessel, car or vehicle of any description operated by a common carrier in the transportation of passengers or articles of commerce by land or water.

SEC. 4. Every package containing explosives or other dangerous articles, when presented to a common carrier for shipment shall have plainly marked on the outside thereof the contents thereof, and it shall be unlawful for any person, partnership or corporation to deliver for transportation to any common carrier engaged in commerce by land or water, or to cause to be delivered or to carry any explosive or other dangerous article, under any false or deceptive marking, description, invoice, shipping order or other declaration, or without informing the agent of such carrier of the true character thereof, at or before the time such delivery is made.

SEC. 5. Any person, partnership or corporation who knowingly violates or causes to be violated any of the foregoing provisions of this Act, shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punished for each offense by a fine not exceeding \$2,000 or by imprisonment not exceeding 18 months, or by both such fine and imprisonment in the discretion of the court.

SEC. 6. This Act shall take effect at once and all Acts and parts of Acts in conflict therewith are hereby repealed.

HYDRO-ELECTRIC POWER IN GEORGIA.

All common carriers and all public service corporations in Georgia being subject to the jurisdiction of the commission, it is a matter of public importance that the elements that enter into the cost and the value of properties devoted to the public service should be generally known. Among the agencies now coming largely into public notice and public use is hydro-electric power. There are at the present time 220.73 miles of railway operated in Georgia by hydro-electric power. They are:

Georgia Railway & Electric Co.	166	miles
Atlanta Northern Railway Co.	15	miles
Athens Electric Railway Co.	7	miles
Columbus Railroad	24.33	miles
Gainesville Electric Railway	8	miles
Total	220.73	miles

In addition to the lines already in operation, the following lines have been incorporated with the expectation of using hydro-electric power. They are:

Atlanta, Buford & Gainesville Electric Company	58	miles
Atlanta, Griffin and Macon Electric Company	95	miles
Atlanta & Carolina Railway	170	miles
Atlanta, Stone Mountain & Lithonia Ry. Company	30	miles
Atlanta & Northeastern Railway	40	miles
Fairburn & Atlanta Railway and Electric Company	10	miles
Georgia Electric Railroad Company	4	miles
Georgia-Carolina Railway Company	60	miles
Goose Creek Railway & Power Company	9	miles
Macon, Americus & Albany Electric Railway Company ...	100	miles
Middle Georgia Interurban Railway Company	70	miles
Quitman, Valdosta & Thomasville Electric Ry. and Power Co.	50	miles
Tennessee & Georgia Interurban Railway	25	miles

Total721 miles

A number of cities are now furnished electric power derived from our streams, which is used for lighting and manufacturing. Mr. H. von Schon, for thirty years a specialist in hydraulic engineering, and who

has devoted the past twelve years to hydro-electric power installations, says in a recent issue of the "Engineering Magazine":

"It appears from latest statistics that the present output of developed water-power is 2,050,000 horse-power; and from data collected by the author the undeveloped water-power of New England aggregates 600,000 horse-power, of the Southern States, 4,000,000 horse-power, of Northern and Northwestern States, 1,050,000 horse-power, of the Pacific Coast watershed, 800,000 horse-power, a grand total of 10,000,000 horse-power."

Mr. von Schon gives the following definition:

"Water-power is the expression of the dynamic energy of falling water, the energy represented by the weight of its falling volume, 80 per cent. of which may be realized as mechanical, and 70 per cent. as electrical power. It is in this latter form only that the future utility of water-power need be considered,—the form in which it may serve the purpose of man at the most convenient point, practically irrespective of distance from its prime source. The measure of this resource is therefore the volume, the flow or run-off, and its fall."

It is well known that Watt & Boulton after observing the work of horses in the London breweries estimated one-horse-power, as power capable of lifting 33,000 pounds, 1 foot in 1 minute. Expressed in another form, 15 cubic feet of water acting for one second, with a head of one foot, gives one horse-power of water. Expressing horse-power in a coal equivalent, it is estimated that one horse-power is equal to 15 tons of coal per annum. In other words, properly installed hydro-electric power, at the cost of interest and maintenance, will produce, per horse-power the same amount of power that 15 tons of coal would produce.

The United States Department of Agriculture in its Forest Service in January, 1908, issued circular 144 under the title, "The Relation of the Southern Appalachian Mountains to the Development of Water-Power." The following quotation is made from the circular:

"The following data are presented by the United States Geological Survey on the discharge of streams and water storage facilities of the Southern Appalachian region, as relating to the production of water-power. The results are based on the data accumulated at the regular measurement stations maintained by the survey during the past seven years, reinforced by special work carried on during the spring, summer and fall of 1907. The schedules of water-power are based on the mini-

imum indicated horse-power developed in the rivers under consideration. In order to find this minimum horse-power the rivers were divided into sections of convenient length and of similar character, and the mean drainage area for each section was determined. The minimum flow per square mile for each section, based on seven-year records and auxiliary observation, was then calculated, and the indicated horse-power was deduced from the total slope of the channel.

"They will serve to show what the commercially profitable development is likely to be. In this and other parts of the United States experience has shown that it pays to develop a water-power up to the minimum that can be furnished during the four high-water months of the year, and to depend upon stream power during the low-water season to make up the deficiency. To make the present estimate conservative the limit of time has been extended to six months, and estimates are based upon that period.

"Large allowances have been made in all the factors involved in the water-power consideration. In all calculation of water-power, only 90 per cent. of the observed fall is used, and the indicated energy produced by the falling water is reduced to 80 per cent. It is believed that all the estimates can be used with safety, and in actual practice it will probably be found that in nearly every case the power available for development is considerably greater than that indicated."

The data referred to are given in the following tables, so far as the same relate to Georgia streams:

SAVANNAH RIVER.

Savannah River is formed by the junction of the Seneca and Tugaloo Rivers at Andersonville, S. C., 245 miles above the mouth, or 100 miles above Augusta, Ga. Tugaloo River is, in turn, formed by the junction of the Tallulah and the Chattooga, 48 miles above the junction of the Tugaloo and Seneca. In this paper the discussion of water-power on the Savannah River is confined to the part of the drainage area lying above Augusta. The drainage area of Savannah River above this point is 7,300 square miles.

That part of the Savannah River lying between Augusta, Ga., and the mouth of Seneca River, 100 miles long, has been divided into 5 sections for the purpose of considering indicated power as shown in Table 19.

TABLE 19.—*Indicated horse-power developed by Savannah River between Augusta, Ga., and Seneca River.*

Section of river.	Length.	Mean drainage area.	Minimum discharge.	Minimum discharge during 6 high-water months.	90 per cent total fall.	Minimum horse-power.	Minimum horse-power during 6 high-water months.	Horsepower available from storage during a period of—		
								12 months.	6 months.	3 months.
Savannah River:										
From Augusta, Ga., to head of dam.....	7	7,000	4,200	5,300	40	15,500	22,300	18,200	26,400	72,800
From head of dam to Little River, S. C.....	30	5,800	3,770	5,000	95	32,700	40,000	43,000	86,000	172,000
From Little River, S. C., to Broad River.....	16	4,700	3,290	4,940	21	6,190	9,270	9,300	18,600	37,200
From Broad River to Seaboard Air Line bridge.....	12	2,500	2,240	3,300	81	16,500	24,700	28,000	56,000	112,000
From Seaboard Air Line bridge to Seneca River.....	35	2,220	2,000	3,000	121	22,000	32,900	25,500	71,000	142,000
Total.....						92,890	139,070	134,000	268,000	536,000

TUGALOO RIVER.

In Tugaloo River, there is a section between the mouth of the river and Madison, 33 miles in length, along which there is a fall of 135 feet. The mean drainage area is 790 square miles, and the minimum flow 790 cubic feet per second, which would produce a minimum indicated horse-power of 8,730, or a minimum for the 6 highest months of 13,100. This would be increased by storage to 14,000 horse-power if distributed evenly over one year, or to 28,000 if utilized during a low-water season of six months. The next section, between Madison, S. C., and the mouth of Tallulah River, is 15 miles long, with a total fall of 114 feet. The mean drainage area is 530 square miles, which produces a minimum run-off of 689 cubic feet per second. This will afford a minimum indicated horse-power of 6,430, or a minimum for the 6 highest months of 9,630. The increase from storage facilities would be 8,240 if distributed over twelve months, or 16,480 for a six months' period. The greatest fall is in the upper portion of this section. In the 8 miles from the junction of Tallulah and Chattooga Rivers down to Big John Creek there is a total fall of 104 feet.

CHATTOOGA RIVER.

Chattooga River is 39 miles long from its confluence with the Tallulah to the head of West Fork. The indicated horse-power developed and the facts relating thereto are shown in Table 20.

TABLE 20—*Indicated horse-power developed by Chattooga River between its confluence with the Tallulah and West Fork.*

Section of river.	Length.	Mean drainage area.	Minimum discharge.	Minimum discharge during 6 high-water months.	90 per cent total fall.	Minimum horsepower.	Minimum horsepower during 6 high-water months.	Horsepower available from storage during a period of—		
								12 months.	6 months.	3 months.
Chattooga River: From Tallulah River to Stekoa Creek.....	7	205	400	600	205	9,630	14,400	Submerged		
From Stekoa Creek to Clayton Station.....	3	210	315	472	105	3,024	4,520	5,320	10,640	21,280
From Clayton Station to Warwoman Creek.....	13	189	285	428	228	7,460	11,200	1,500	3,000	6,000
From Warwoman Creek to West Fork.....	8	125	188	282	60	1,190	1,780	Submerged		
Total.....						21,300	31,900	6,820	13,640	27,280

a Fall reduced to about 33 feet by proposed reservoirs.

As Table 20 shows, the course of Chattooga River is steep, and it is probable that in the actual economical development of the power available all the fall could be utilized. In other words, the indicated horse-power represents the actual minimum available.

Tributaries of Chattooga River.—North Fork, from its mouth to its head, is 8 miles long and has a total fall of 1,000 feet. Considering 440 feet of this fall as available for development there would be produced 3,360 minimum horse-power. West Fork also is 8 miles long from its mouth to its head. There is a mean head of 300 feet, which, with a discharge of 93 cubic feet per second, would produce a minimum of 2,540 horse-power. Several good opportunities for small power installation are afforded by Toccoa and Brasstown creeks and Chauga River, tributaries of Tugaloo River. Stekoa Creek from its junction with Chattooga River to its head, a distance of 9 miles, has a total fall of 900 feet and a mean head of 500 feet, which will produce an indicated minimum horse-power of 2640, or a minimum for the 6 highest months of 3,960.

Warwoman Creek, a tributary of Chattooga River, is 7 miles long, and has a total fall of 600 feet, and a mean head of 305, which will produce a minimum horse-power of 1,750, with a minimum for the 6 highest months of 2,620.

TALLULAH RIVER.

Tallulah River from head to mouth is about 44 miles long. Along the lower 35 miles there is a total fall of 716 feet, of which probably 90 per cent. could be utilized. In other words, the indicated horse-power for this 35 miles is the same as the power actually available for economic development. The facts are given in Table 21.

TABLE 21.—*Indicated horse-power developed by Tallulah River.*

Section of river.	Length.	Mean drainage area.	Minimum discharge.	Minimum discharge during 6 high-water months.	90 per cent total fall.	Minimum horse-power.	Minimum horse-power during 6 high-water months.	Horsepower available from storage during a period of—		
								12 months.	6 months.	3 months.
Tallulah River: From mouth to foot of Tallulah Falls.....	2.5	192	259	368	a229	5,380	8,070	780	1,520	3,040
From foot of Tallulah Falls to head of Falls	1	191	260	380	365	8,640	13,000	2,960	5,900	11,800
From bridge at head of Falls to 2 miles above Falls.....	2	188	257	386	130	3,050	5,380	1,060	2,120	4,240
From 2 miles above falls to Persimmon Creek.....	20	133	186	279	b280	4,720	7,100	800	1,600	3,200
From Persimmon Creek to head.....	10	661	85	128	d330	2,550	3,820	None	None	None
Total.....						24,350	37,370	5,570	11,140	22,280

a Fall reduced to 104 feet by proposed upper Chattooga reservoir.

b Fall reduced to 110 feet by Tallulah reservoir.

c Total area.

d Mean head.

CHATTAHOOCHEE RIVER.

Consideration of power in the Chattahoochee basin is confined to that part of the drainage area above Columbus, Ga., at which point the river has a drainage area of 4,900 square miles. The distance to the head of the river is 263 miles.

The facts concerning indicated horse-power in the various sections from Columbus to Santee Creek are set forth in Table 23.

TABLE 23.—*Indicated horse-power developed by Chattahoochee River between Columbus and Santee Creek.*

Section of river.	Length.	Mean drainage area.	Minimum discharge.	Minimum discharge during 6 high-water months.	90 per cent total fall.	Minimum horse-power.	Minimum horse-power during 6 high-water months.	Horsepower available from storage during a period of—		
								12 months.	6 months.	3 months.
Chattahoochee River:										
From Columbus to West Point...	35	Sq. miles 4,100	Sec. ft. 2,100	Sec. ft. 3,360	Feet. 325	63,000	99,000	44,600	89,200	178,400
From West Point to Franklin.....	38	.....	1,800	2,880	68	11,100	17,700	9,300	18,600	37,200
From Franklin to Oakdale.....	65	.....	1,500	2,400	101	13,800	22,000	13,800	27,600	55,200
From Oakdale to Roswell.....	17	1,460	1,280	2,050	101	11,700	18,700	13,800	27,600	55,200
From Roswell to Norcross.....	13	1,200	1,100	1,760	23	2,790	4,460	3,800	7,600	15,200
From Norcross to Chestatee River.....	27	1,040	1,040	1,060	63	5,960	9,540	8,650	17,300	34,600
From Chestatee River to Soque River.....	40	450	540	864	116	8,200	13,200	2,960	5,900	11,800
From Soque River to Leaf Station.....	3	152	228	365	71	1,490	2,360	1,220	2,440	4,880
From Leaf Station to Santee Creek.....	10	130	195	292	84	1,480	2,220	1,440	2,880	5,760
Total.....						118,570	189,190	99,560	199,120	398,240

a Fall reduced to 65 feet by proposed Gainesville reservoir.

Tributaries.—The Chestatee River, an important tributary of the Chattahoochee, is 56 miles long and has a total drainage area of 320 square miles. The lower 18 miles of the river have a fall of 120 feet, and, as the minimum discharge of the section is 336 cubic feet per second, the indicated horse-power is 3,300 and the minimum for the 6 highest months would be 4,950 horse-power. The increase from storage would be 1,880 horse-power with full reservoir capacity distributed over six months, although the fall would be reduced to 24 feet by the Chestatee reservoir. The next 19 miles from the top of the dam at New Bridge has a fall of 145 feet, which would develop an indicated horse-power of 2,840. Another important tributary of the Chattahoochee is the Soque, which in 6 miles has a fall of 116 feet and a minimum discharge of 197 cubic feet per second. This will produce a minimum indicated horse-power of 1,870, or a minimum for the 6 highest months of 2,800.

COOSA RIVER.

The Alabama River, a tributary of the Mobile River system, is formed by the junction of the Coosa and Tallapoosa Rivers, a few miles above Montgomery, Ala. In this paper the consideration of power is confined to the Coosa River drainage area. The Coosa River forks at Rome, Ga., and above this point the south branch is known as the Etowah and the north branch as the Oostanaula.

Above Lock No. 1 at Greensport the river extends 130 miles to Rome, but the fall is only 55 feet and no water-power is available.

The Oostanaula River, the northern affluent of the Coosa, is formed at Resaca by the junction of the Coosawattee and the Connasauga. This point is 43 miles above Rome. Along this stretch there is a total fall of 50 feet, which is a little more than 1 foot per mile, and, therefore, the country is not well adapted for the development of power. The Coosawattee, from its mouth 22 miles up to Talking Rock, has a fall of 62 feet. The drainage area for the section is 680 square miles and the minimum discharge 476 cubic feet per second, which will provide a minimum indicated horse-power of 2,410. From Talking Rock up to the head of the river at Ellijay, a distance of 23 miles, there is a total fall of 582 feet. The mean drainage area for the section is 300 square miles and the minimum flow is 345 cubic feet per second, which will provide a minimum indicated horse-power of 16,500. As the river along this section is a continuous shoal, the entire fall is available for development. Hence the figure given above can be easily realized in actual practice. Cartecay River, an important tributary of the Coosawattee, has a fall of 390 feet in the 15 miles from the mouth up to Pumpkin Creek. The mean discharge is 144 cubic feet per second; the minimum indicated horse-power produced is, therefore, 4,590, and the minimum for the 6 highest months is 6,880.

The Connasauga River, the other affluent of the Oostanaula, has a minimum indicated horse-power of 6,650, distributed along the 32 miles of the river from Beavertdale to the head and along the Jack River, a tributary of the Connasauga.

ETOWAH RIVER.

We come now to the Etowah River, the southern affluent of the Coosa. The horse-powers developed by various sections of the river are shown in Table 26.

TABLE 26.—*Indicated horse-power developed by Etowah River.*

Section of river.	Length.	Mean drainage area.	Minimum discharge.	Minimum discharge during 6 high-water months.	50 per cent total fall.	Minimum horsepower.	Minimum horsepower during 6 high-water months.	Horsepower available from storage during a period of—		
								12 months.	6 months.	3 months.
Etowah River:										
From month to Euahle Creek	<i>Miles</i> 31	<i>Sq. miles</i> 1,720	<i>Sec. ft.</i> 913	<i>Sec. ft.</i> 1,370	<i>Feet</i> 72	5,970	8,960	16,000	32,000	64,000
From Euahle Creek to Cartersville.....	15	1,370	698	1,060	26	2,390	3,430	8,000	16,000	32,000
From Cartersville to Owl Creek.....	10	1,040	624	896	284	4,750	7,130	14,000	28,000	56,000
From Owl Creek to Little River..	7	935	608	912	17	945	1,420	Submerge d.		
From Little River to Amicalola River.....	36	490	441	662	1225	9,000	13,500	1,800	3,600	7,200
From Amicalola River to Nimblewill Creek....	20	110	110	165	315	3,150	4,720	None	None	None
From Nimblewill Creek to Jones Creek.....	1	43	47	70	27	115	173	None	None	None
From Jones Creek to head...	7	23	25	38	1210	477	716	None	None	None
Total.....						26,697	40,689	59,800	79,600	159,300

a Reduced to 70 feet by proposed Cartersville reservoir.
 b Reduced to 106 feet by proposed Dawson reservoir.

c Total area.
 d Mean head.

In order to ascertain as nearly as possible the exact hydro-electric power of Georgia, the commission recently wrote to the Director of the United States Geological Survey asking for a statement upon the subject. The Director very promptly and very kindly furnished the following:

"WATER POWER IN GEORGIA."

DRAINAGE.	Available Horse-power.		Developed Power.	
	Assumed		No. Wheels.	Horse-Power.
	Minimum.	Maximum Develop'ent		
Savannah	228,000	341,000	243	43,281
Ogeechee	4,300	10,000	85	1,840
Altamaha	57,600	94,000	491	43,586
Appalachicola	204,000	325,000	777	62,898
Alabama	108,000	156,000	495	9,769
Tennessee	38,500	63,600	153	2,396
Minor Atlantic	3,000	6,000	15	188
Minor Gulf	3,000	5,000	30	438
Suwanee	a	a	29	962
Total	641,400	1,001,300	2,282	165,198

a Included in Minor Gulf.

NOTE:—The available horse-power is based on wheels of 90 per cent efficiency.

It is of course, understood that the Appalachicola, Alabama and Tennessee rivers in this statement means the tributaries of those streams in the State of Georgia. The Chattahoochee and Flint, for instance, in the above computation are tributaries of the Appalachicola.

For a more detailed statement of the hydro-electric power of these rivers the commission is indebted to State Geologist S. W. McCallie. He has kindly furnished the following data locating power in Georgia:

INDICATED HORSE-POWER OF THE APPALACHICOLA RIVER DRAINAGE BASIN.

Section of river.	Minimum horse-power.	Minimum horse-power during six high-water months.
Chattahoochee River:		
From Columbus to Santee Creek	118,570	189,190
Flint River:		
From Albany to head of Flat Shoals	45,774	75,950
Ichawaynochaway Creek:		
From mouth to	2,620	4,710
Muckalee River (including Kinchafoonee Creek):		
From mouth to	4,580	7,360
Big Potato Creek:		
From mouth to	1,800	3,240
Sweetwater Creek:		
From mouth to head of Austel Shoals	442	1,100
Total	173,786	281,550

INDICATED HORSE-POWER OF THE TENNESSEE RIVER DRAINAGE BASIN.

Section of river.	Minimum horse-power.	Minimum horse-power during six high-water months.
Chickamauga River:		
From mouth to near head	368	736
West Chickamauga Creek:		
From mouth to near head	425	835
N. Chickamauga Creek:		
From mouth to near head	1,330	2,650
Oconee River and tributaries	22,538	44,072
Hiwassee River and tributaries	3,650	6,720
Nottely River	5,586	10,320
Total	33,895	65,383

INDICATED HORSE-POWER OF THE OGEECHEE RIVER DRAINAGE BASIN.

Section of river.	Minimum horse-power.	Minimum horse-power during six high-water months.
Ogeechee River:		
At Millen	3,110	7,770
Cannouchee River:		
At Groveland	785	1,960
Total	3,895	9,730

INDICATED HORSE-POWER OF THE ALTAMAHA RIVER DRAINAGE BASIN.

Section of river.	Minimum horse-power.	Minimum horse-power during six high-water months.
Oconee River:		
From Milledgeville to junction of Middle and North rivers	17,480	26,510
Middle Oconee River:		
From mouth to head	2,748	4,371
North Oconee River:		
From mouth to opposite Maysville.....	3,350	5,360
From Mulberry Fork mouth to Mathis' bridge....	213	340
Apalachee River:		
From mouth to High Falls bridge	1,768	2,885
Ocmulgee River:		
From Macon to Yellow River	12,640	21,060
South River:		
From Yellow River to Southern. Ry. bridge	2,887	4,910
Towaliga River:		
From mouth to head of High Shoals	742	1,464
Alcovy River:		
From foot of Newton Factory Shoals to Dabney's bridge	1,031	2,062
Yellow River:		
From mouth to head of Simmons' dam.....	3,179	6,690
Ochopee River:		
At Reidsville	1,050	2,620
Total	47,088	78,272

Attention is called to the enormous value of the undeveloped hydro-electric power in Georgia, because its use is destined to play a most important part in the industrial and transportation life of the State in the future. One million horse-power as shown in the above table would be equal in value to fifteen million tons of coal per annum.

The accompanying map will show the various river basins in Georgia, and an examination of it will suggest that there are possibly many places at which water-power could be developed, not indicated in the foregoing pages.

All hydro-electric power must, of course, be developed on streams above the head of navigation because that which is necessary to the development of hydro-electric power, namely; fall, is an insuperable barrier to the use of the stream for purposes of navigation.

TENNESSEE NORTH CAROLINA



FARMERS' LINE TELEPHONE SERVICE.

Owing to the important value of telephones in the homes of the farmers in the state, the Commission called upon the Southern Bell Telephone & Telegraph Company for a report as to the extension of this service and as to its cost. The Commission sees in the extension of what the Southern Bell Telephone and Telegraph Company calls its "Farmers' Line Service" great value to farmers of the State, and therefore presents herewith the report of the telephone company upon this subject:

ATLANTA, GA., April 22nd, 1909.

In reply to yours of April 15th, File No. 8340.

HON. S. G. McLENDON, Chairman,
RAILROAD COMMISSION OF GEORGIA,
ATLANTA, GA.

Dear Sir: Replying to your request for information in regard to our farmer line service, I take pleasure in giving you a statement of the history, growth and cost of this service.

Realizing the great value of telephone service to farmers, the Southern Bell Telephone and Telegraph Company has studied carefully the question of affording service to them at prices which they could afford to pay.

There are certain elements in the cost of furnishing service to rural communities which, in the nature of the case, can be supplied more cheaply by the subscribers than by the Company, and the effort has been to furnish a service adapted thoroughly to the needs of dwellers in rural communities, but stripped of every element which, although essential in towns and cities, is non-essential in the country, and would tend to increase the cost beyond a point at which the farmers could afford to take the service.

To accomplish this, it is necessary to arrange that the farmers should form themselves into small co-operative associations for the purpose of building, owning and maintaining their instruments and usually their lines up to the city limits of the exchange, at which point the Southern Bell Telephone and Telegraph Company meets them with its lines; and that from 6 to 15 stations should be connected with each line.

Progress in this direction began early in 1905, but the formation of these associations proved at the beginning a considerable task, and progress was very slow for the years 1905, 1906 and 1907.

At the end of 1907 we had connected with our system in the seven states in which we operate but 1961 such stations, of which 929 were in the State of Georgia. During 1906, the work of canvassing for this business done in earlier years bore better fruit, and on March 31st, 1909, there were connected 5,731 stations, or approximately three times as many as twelve months earlier; and of these stations 2,021 were in the State of Georgia. At present, new stations are being connected up at the rate of from six to eight hundred a month, and we bid fair before long to furnish a comprehensive service of this class to all in position to avail themselves of it.

Our methods of furnishing this service are adapted to the specific needs of those desiring it. Where the farmers live not many miles from the exchange,

and where the rural community is sparsely settled, the farmers build lines to the city or town limits, at which point the company meets them with its lines and connects them with its switchboard. For this service a minimum charge is made, varying from \$3.00 to \$5.00 per month, for each line, being the equivalent of the rate charged for one business station within the town limits at the exchange in question. If the number of stations on such line is six, and the rate for the line \$3.00 per month, the charge against each station for this service would then be 50c per month. If the number of stations exceed six, a charge for each additional station of one-sixth of the minimum amount for the line is added. In cases of farmers living upon available pole routes of this company already in existence, if they do not desire to build their own line, we will string metallic circuits upon our poles and lease the same to them at \$10.00 per circuit mile per annum, which is just one-half of the extra mileage rate charged regular city or town subscribers, and this will be divided between all of the farmers using the circuits so strung, and is in addition to the charges first mentioned. If space is available on our poles and the farmers desire to furnish their own wire but do not care to build the pole line, we offer this privilege at \$4.00 per annum per mile of poles for each circuit.

Where the number of prospective subscribers is such that they can operate to advantage a small exchange of their own, the simple switchboard necessary is located at some convenient point, usually a country store, the farmers forming themselves into groups, building their own lines into the exchanges thus started. From this exchange to the telephone company's nearest exchange a circuit known as a "trunk" is run, the farmers collectively building the same to the city limits and the telephone company meeting them there with its lines. Since these trunks usually serve anywhere from 30 to 120 subscribers each through the medium of the farmers' switchboard or central office, instead of from 6 to 15 stations each when directly connected with our exchange, the number of calls to be handled is much greater and an operator in our central office can handle only a very few of such lines, and for these trunks connected in this manner a charge of from \$6.00 to \$12.00 per month is made, the same being only double the amount charged for one subscriber located in the town; and from this you will see that where over 100 farmers lines connect with their own central office and through this connect with our nearest exchange by one trunk, the charge for which we will say, is \$10.00 per month, all it will cost the farmers for connection with our nearest exchange is 10c per month per subscriber. Of course if their calls are very numerous and they want a second trunk, and the number does not exceed 100, it would then cost them 20c per month. You will thus see that, as a general proposition, the farmers will pay only from 10c to 50c per month, and in a very few cases from 50c to \$1.00 per month for connection with our nearest exchange, in addition to what they furnish and maintain themselves.

The third class of subscribers is composed of those who do not live near any of our exchanges, but who do live near one of our toll stations. We have somewhat over 4,000 of these toll stations in the seven states in which we operate, approximately 900 of them being in Georgia. In such cases, the farmers build and maintain their lines into the premises of the man who acts as our toll

agent, where they are connected through a switchboard with each other and with our toll lines when they desire to talk to people living in other towns and cities. They make an arrangement with our toll agent, usually paying him a small fee for switching connections between their lines, and no payment is made to this company for such service, the only payment to us being in case of communication through our toll lines to other points; and in such cases the regular toll charges are made, a part of which goes to the man acting as toll agent and who does the switching.

Of course, to the schedule of payments thus enumerated must be added the cost to the farmer of maintaining his instrument and lines, which, however, is not paid to this company; but, apart from the slight amount of material necessary and the renewal of batteries (which latter cost about 20c apiece), nearly the entire cost is made up from his own time at periods when he would not otherwise be productively engaged, and of the use of his own teams under like conditions.

The investment required is not high. The cost of the instrument or station equipment, including all accessories necessary to putting the same into service, varies from \$13.50 to \$15.00 per set, depending upon the location of the customer. The cost of the line per mile for material, exclusive of poles, which are usually cut by the farmers themselves, is as follows:

- A grounded one-wire line, not more than 12 miles long, about \$5.00 per mile;
- Metallic two-wire line, not more than 12 miles long, about \$10.00 per mile;
- Grounded one-wire line, more than 12 miles long, about \$7.00 per mile;
- Metallic two-wire line, more than 12 miles long, about \$14.00 per mile.

With the low initial investment, and with the exceedingly low annual cost of the service, it will be seen that there is no reason that a farmer in very moderate circumstances, located anywhere within fifteen miles of one of our exchanges or toll lines, should be without telephone service; and it is our belief that within a few years not less than 40,000 such stations will be connected within the State of Georgia alone.

It should be thoroughly understood, however, that while the telephone instrument itself is as good as those furnished to the city subscribers, the aerial construction provided by the farmers at the prices above mentioned is by no means standard telephone construction, and would not be adapted for use for toll lines, nor for urban service. It is also true that, because of this fact, because of the large number of subscribers connected with a single line, and because the farmers usually maintain their own lines, for the sake of economy, less efficiently than the telephone company maintains the lines owned by it, the service received is not of the same class as that rendered directly by the Company to its exchange subscribers. So far as what the company furnishes is concerned, viz.: maintenance of the line to the city limits and the switching service at the company's exchange, this is as good as that furnished to any class of subscribers. It is that part of the business handled by the farmers themselves which renders the service they receive less efficient than standard urban service; and in this they are wise, for the service is fully adapted to their needs, and an attempt on their part to bring up the elements furnished by them to the standard necessary for the telephone company in the cities, would make the cost of the service to

them prohibitive, even though but a very small portion of such cost would in such event be paid to the telephone company.

All that this means to the farmer can scarcely be foretold; apart from the question of protection of the family during his absence, there is the ability to get promptly the weather reports, thereby enabling him to protect his crops in many instances from damage; together with the ability to ascertain markets and avoid hauling his products to market when quotations do not justify his selling; together with a great increase of sociability and good cheer in rural life. The Rural Uplift Commission appointed by President Roosevelt has much to say on this factor of our rural telephone service.

When the cost of advertising and canvassing for this business is taken into consideration, in connection with the cost of operating and maintaining that portion of the plant furnished by the Company, this branch of service has not as yet proved self-sustaining. It is, however, rapidly approximating that point, and will shortly reach it; but it has required a high conception on the part of the Southern Bell Telephone and Telegraph Company of its duties as a public servant, coupled with a strong belief that the value of this service was such as shortly to necessitate its use in sufficient proportions to be profitable, to justify the initial expenditures necessary to place this opportunity before the dwellers in the country districts.

In building thus for the future, the Company feels that it is doing its part towards the development of the community which it serves, as well as, it hopes, advancing its own ultimate proper interests.

Yours respectfully,

W. T. GENTRY, President.

VALUATIONS OF RAILROADS.

On April 20th, 1908, under file No. 7927, the Commission addressed the following letter to every Railroad Commission in the United States:

"Under the Act of the General Assembly of Georgia, it is made the duty of the Railroad Commission of this State to investigate the valuation of corporations subject to its jurisdiction, and we are writing you for the purpose of ascertaining to what extent, if any, your Commission has been engaged in this line of work. If your Board has made any report upon this subject, and same is in printed form, please be good enough to furnish us with copies. If investigation has been made, but not printed, please be good enough to give us a brief statement of the method employed by your Commission in doing this work.

We would also like to know the expense incurred on this score, if you can furnish that information."

On June 13th, 1908, the Commission wrote the following letter to the Interstate Commerce Commission:

"One page 157 of the 21st annual report of the Interstate Commerce Commission, we find the following:

"It is also a matter of interest to note that some 15 States have provided for a more or less complete valuation of railroad properties, and that a number of these are now engaged in making such valuations, etc."

"We would thank you very much if you would inform us what States have

made and what States are now engaged in making valuations of railroad properties.

On page 149 of the same report the Commissioners say: "Reference has been made in previous reports to the importance of a physical valuation of railway properties," and again on page 150 the Commissioners say:

"From whatever point of view this question of valuation be regarded, whether of reasonable capitalization, of a reasonable schedule of rates of effective administration of the depreciation accounts, or of the correct interpretation of the balance sheet one is forced to conclude that an authoritative valuation of railway property is the next important step in the development of governmental supervision over railway administration."

"The valuation referred to in the paragraphs quoted is manifestly not a valuation made or to be made for the purposes of assessing taxes. In order that this Commission may keep abreast of what is going on, we would be glad to learn the present status of this question of railway valuation for other than purposes of taxation, and will thank you very much for any information you may give us."

The Interstate Commerce Commission, on June 24th, replied to the above letter of this Commission, as follows:

"Your letter of June 13th, addressed to the Secretary of this Commission, has been referred to me for reply, and I have to advise you as follows:

"In the 19th Annual Report of the National Association of Railway Commissioners (copy of which is enclosed under separate cover) on page 122 in the column marked "M" you will find a list of States in which the Railroad Commission is authorized by law to make a valuation of the physical property of the railroads.

"Since this table was compiled several states have passed laws of the character indicated, notably Oklahoma, and I think Ohio. I have not the exact data by me at the moment to answer your question more in detail. My impression is, without consulting the statutes of each State, that in no case mentioned in the table on page 122 is the valuation referred to to be made for the purposes of taxation, but in each case for purposes of regulation.

"It is the purpose of this office at the very earliest possible moment to attempt a complete compilation and codification of the laws of the several States relating to the subject of railroad regulation, and thereafter to keep both this Commission and the State Commissions posted in regard to such matters.

"Expressing a desire to aid your Commission in every way possible, I remain."

Inasmuch as 38 legislatures were not in session in 1908 but did meet in the early part of 1909, the Commission on January 29th, 1909, took up this question again and addressed the following letter to the Governor and also to the Railroad Commission of every State in the Union:

ATLANTA, January 27th, 1909.

FILE 7927.

"Dear Sir: If you can do so conveniently, will you please give me the total railroad mileage, single track and second track separate, the total sum charged to capital account of all the steam roads in your State, and the average per mile of capitalization per mile of single track?

Has there been any valuation of steam roads made in your State for purposes of rate making, and if so, what is the total valuation, what is the average valuation per mile of single track, and what did it cost the State to make this valuation, and when was the same made? What changes have been made in freight rates or passenger rates since such valuation and as a result of such valuation?

What is the total assessed value of steam railroads in your State for purposes of taxation, and what is the gross sum paid as State tax, county tax, city tax, and school district tax?

I realize that it may involve some labor, and will therefore only ask you to answer such of the above questions as you can answer without too much labor. Thanking you in advance for any information you may be able to give me, I am,"

The record of the Commission upon this subject is quite voluminous, containing several hundred pages, and it is therefore impracticable to make any extended reference herein to this report, but said report can be readily examined by any one interested.

The various Commissions and others to whom this office addressed letters of inquiry made prompt responses and advised what had been done as to valuations of railroads for purposes of taxation and rate making in their respective States. Only five of the States have made, or yet begun, a valuation for the purpose of rate making, while quite a number of them have made valuations for taxation.

While this Commission has no funds for this purpose, it has nevertheless endeavored to keep up with what is being done in those States which are doing such work, and hence its investigations along this line.

STOCK AND BOND ISSUES.

Elsewhere in this report will be found the rules prescribed by the Commission governing the application for authority to issue stock and bonds. Under the statement of formal petitions and complaints, file No. 8134, will be found the petition of the Flint River Power Company for approval of stock and bond issues, from which it will be observed that the Commission requires petitions of this kind to conform to its rules above referred to. The petition of the Flint River Power Company, and the order of the Commission issued therein, are printed in full as information for power companies desiring to file applications for stock and bond issues. Under file No. 8593, the petition, and order of the Commission, in the matter of application of the Savannah Valley Railroad Company, are printed in full, as information for railroad companies desiring to file petitions of this kind. These two applications are given as they more nearly approach the form desired by the Board, setting out, as they do, quite fully, information upon the several points upon which the Commission always investigates.

Upon receipt of an application for approval of stocks and bonds, the Commission issues a preliminary order prescribing notice which the applicant shall cause to be inserted in newspapers published in the cities serving the territory through which, or at which, the petitioning company will be engaged in business, and setting petition down for formal hearing. Notice of the date, fixed by the Commission, for the hearing is given all parties likely to be interested and full opportunity given them to present whatever facts they might desire the Commission to consider. At the hearing, the proper officials of the petitioning company are sworn, and examination made by the Commission as to the details of the purposes and necessities of the proposed issues.

Investigation of all necessary books, papers and other documents, and other examinations are made as are necessary to furnish full information in the premises. In every case where the desired issues are approved or whatever part thereof is approved, the Commission in its order approving same requires the Company to report in detail within ninety days from date of order, what disposition has been made of the stock and bonds allowed, and if no disposition is made within that time, such report is required every ninety days thereafter until disposition is made.

Statement of Stock and Bond Issues and other Securities, Approved by the Railroad Commission of Georgia, Since August 22nd, 1907.

NAME OF CORPORATION.	Amount of Bonds Approved.	Amount of Stock Approved.	Date of Approval.
Rome Municipal Gas Company	\$ 80,000.00	\$	June 25th, 1908
Atlanta Telephone & Telegraph Company	1,000,000.00	.....	Sept. 30th, 1907
Wrightsville & Tennille Railroad Company	250,000.00	.....	Oct. 18th, 1907
Bibb Power Company .....	.....	150,000.00	Oct. 17th, 1907
Fort Valley Telephone Company	10,000.00	.....	Oct. 28th, 1907
Georgia Railroad & Banking Company	1,000,000.00	.....	Nov. 14th, 1907
Georgia Coast & Piedmont Railroad Company	2,670,000.00	.....	Oct. 24th, 1907
Florida Central Railroad Company	200,000.00	.....	Oct. 29th, 1907
Brinson Railway	2,240,000.00	.....	April 9th, 1908
Oconee Electric Light & Power Company	8,000,000.00	8,979,950.00	Mar. 21st, 1908
Atlanta & Carolina Railway Company	6,000,000.00	.....	April 10th, 1908
Wofford Shoals Light & Power Company .....	.....	30,000.00	April 28th, 1908
Oconee River Mills	120,000.00	185,000.00	June 16th, 1908
Georgia, Alabama & Western Railroad .....	.....	600,000.00	May 18th, 1908
Georgia, Southwestern & Gulf Railroad Company	4,000,000.00	4,000,000.00	May 29th, 1908
Bainbridge Northeastern Railroad Company	200,000.00	.....	Aug. 6th, 1908
Pilot River Power Company	10,000,000.00	12,000,000.00	May 8th, 1908
Bainbridge Telephone Company	40,000.00	.....	Sept. 24th, 1908
Central Georgia Power Company	3,000,000.00	20,000,000.00	Mar. 21st, 1908
Fitzgerald & Ocala Electric Railway	250,000.00	50,000.00	July 24th, 1908
Monticello Telephone Company .....	.....	6,000.00	Aug. 27th, 1908
Atlanta Northeastern Railroad Company	1,200,000.00	42,000.00	Oct. 2nd, 1908
Elberton Southern Railway Company	250,000.00	200,000.00	Dec. 8th, 1908
Clarksville Railway Company .....	.....	10,000.00	Dec. 17th, 1908
Rome Railway & Light Company	750,000.00	.....	Jan. 21st, 1909
Columbus Automatic Telephone Company	\$14,981.16 (Time Notes) & \$10,000.00 Stock		Mar. 4th, 1908
Fitzgerald, Ocala & Broxton Railroad Company	16,008.00 (Time Notes with Interest)		Nov. 1st, 1907

CHARTERS GRANTED RAILROADS.

Since August 22, 1907, eighteen railroads have been granted charters by the Secretary of State, representing a total capital of \$2,710,000.00, and total mileage of 521.50 miles, as set out in the following statement:

NAME	PRINCIPAL OFFICE	CAPITAL	LENGTH IN MILES.
Abbeville & Northwestern Railway	Abbeville..... Ga.	\$ 100,000.00	58
Americus Railway & Light Company	Americus	250,000.00	4
Atlanta Northeastern Railroad Company	Atlanta..... "	50,000.00	40
Bainbridge Northeastern Railway	Bainbridge..... "	200,000.00	70
Buena Vista & Northeastern Railway	Buena Vista	200,000.00	17
Camilla & Newton Railroad Company	Camilla..... "	75,000.00	10
Clarkesville Railway Company	Clarkesville	10,000.00	1.5
Coweta, Franklin & Troupe Railroad Company	Franklin	300,000.00	50
Fairburn & Atlanta Railway & Electric Co.	Fairburn	75,000.00	10
Fitzgerald & Ocilla Elec. Ry. & Fr. Company	Fitzgerald	50,000.00	10
Georgia, Alabama & Western Railroad	Atlanta..... "	500,000.00	60
Goose Creek Railway & Power Company	Jesup	250,000.00	7
LaFayette Railroad	LaFayette	50,000.00	4
Middle Georgia Interurban Ry. Company	Atlanta..... "	200,000.00	70
Ocilla Southern Railroad Company	Ocilla	150,000.00	30
Savannah Valley Railroad Company	Garnett	50,000.00	15
Sparks Western Railroad Company	Sparks	100,000.00	25
Valdosta, Moultrie & Western Ry. Company	Valdosta	100,000.00	40
Total 18 Lines		\$2,710,000.00	521.50

CLAIMS.

By reference to the statement of formal complaints, petitions, etc., appearing elsewhere in this report, it will be noted that the Commission is called upon to handle claims of every description. In many instances, claimants have complained that their claims have been pending with the company complained against for months, and not infrequently, for one and two years, and some times longer, and that notwithstanding their repeated efforts to secure proper disposition, the railway companies still refuse to dispose of them. Oftentimes the Commission handles such claims and upon taking them up with the railway companies at interest, satisfactory settlement is secured within a few days. This is accounted for by reason of the fact that the Commission thoroughly considers the papers and points out to the company complained against whatever rights claimants have; if their rights are plain, the Commission presents them to the defendant company and points out plainly wherein and to what extent correction should be made; if the contentions of the claimants are not well founded they are so advised and usually withdraw the claims.

Less trouble is incurred in the satisfactory disposition of claims for overcharge than probably any other class of claims, and this is due, in a large measure, to the fact that the extent of the liability of the defendant company is more easily ascertained, in fact is fixed as there can be only one correct rate, and the only requirement in such cases is to ascertain what the correct rate is covering the shipment out of which claim accrued. When such claims are filed

with the Commission the papers are thoroughly examined, the correct rate determined and the amount of the overcharge, if any, ascertained and a full statement of all of the facts in the case plainly pointed out to the company against which claim is filed. In cases of overcharge claims against railroad companies, unless there is a difference between shippers and the railroad company as to the proper classification of the article shipped the correct rate is easily applied. Where the proper charges are brought into question by reason of difference of opinion as to what class the goods shipped should be rated, if the shipment is intra-state, or local to the state of Georgia, and therefore, within its control, the Commission specifies the proper classification or rating, and notifies the railroad company as to the basis upon which claim should be settled. If the claim grows out of an inter-state shipment, the Commission handles same with the railroad company, in an informal way, advising it as to its opinion in the matter and requesting disposition accordingly. If the railroad companies refuse to carry out its suggestions in such cases, the Commission informs claimants of its inability to further serve them, but always informing them of its readiness to assist them in prosecuting their claim before the Inter-state Commerce Commission, if that Commission has jurisdiction in the matter, and if not, in serving them in any other way that claimants might suggest.

Claims for loss are handled in the same manner; that is, notwithstanding a lack of authority to require such claims paid, the Commission always makes a thorough investigation of this class of claims and takes the same up with the companies complained against, furnishing them with the result of its investigation and urging the companies to give preferred attention to same.

The same is true as to claims for damage, but this class of claims is probably the most difficult to satisfactorily handle. Some of the difficulties incurred in handling such claims grow out of the differences between the claimant and the defendant company as to the extent of damage sustained; the claims oftentimes are made account of concealed damage, or damage which was not detected until the goods were unpacked, and after delivery was made and the defendant company held receipt for delivery in good order. Many claims for damage are filed for goods lost or broken in transit, which were shipped under a released valuation, claimants contending for full value of goods lost or damaged. In such cases the railroads decline to admit of liability beyond the value specified in the bill-lading, while the shippers contend that the damage complained of and for which claim was made, was the result of carelessness and negligence on the part of the defendant company, and for which shippers could not be required to give a release. In addition to these questions, there also arises from time to time differences as to the extent of damage, due to the value of the goods at the time same were purchased and at the time they reached, or should have reached, destination, claimants contending that the damage not only extended to the specific invoice value of the goods, but also prevented them from obtaining the benefit of an increased market price, etc. Thus it will be seen that claims of this character are not always brought to a satisfactory conclusion, but the Commission has, nevertheless, been instrumental, in a large number of cases, in bringing about settlements of damage claims which were satisfactory to all parties concerned.

Claims for penalty demurrage; the claims filed under the reciprocal demurrage rules of the Commission are filed in large numbers, but the number of this class of claims has been much less during the last year than previously, due, in a very large measure, to the fact that the railway companies have had during the time stated a larger supply of idle equipment, and hence they could more readily supply the demands of the public in the way of empty cars and also in transporting shipments with less delay; on account of their yards not being congested, notice of arrival of freight at destination, and placing of cars could be more readily accomplished, and compliance with all rules of the Commission in this respect could be had, as their office forces, yard crews and their other various departments were not crowded as was the case in 1907, when so many claims were filed under the reciprocal demurrage rules of the Commission.

When claims of this character are filed, the same are carefully reviewed in this office and a detailed statement made as to the application of the rule in question. If the claims are filed account delay in transportation, the Commission estimates the time which the railroad company was allowed within which to complete the transportation, and serves the defendant company with a notice to show cause why the amount due shippers under its rules should not be paid. And, if the claim is filed account delay in giving notice of arrival, delay in placing, delay in forwarding, delay in furnishing cars, or under some other rule, the correct amount of penalty due, if any is found to be due, is determined by the Commission and the matter taken up with the company complained against. See briefs of files No. 8207; 8355; 8356, and other like cases under the subject of penalty demurrage claims, reference to which can be had under the Subject Index.

Various reasons are given by the railroad companies why they should not be required to pay different claims filed by shippers under the reciprocal demurrage rules of the Commission. In some cases, the railroads decline to admit of liability, because shippers sustained no actual money damage by reason of the delay; that the movement out of which claim accrued took place at a time when the yards of the railroad company were congested or during a strike of its employees; or that an accident to the car in transit rendered necessary certain repairs before car could be forwarded; or that the railroad company alleged to be at fault exercised all reasonable diligence in transportation of the shipment and delivered same as soon as practicable.

The Commission has never recognized any of these reasons as sufficient to relieve the railroad companies of the penalties incurred by reason of failure to comply with its rules; and with few exceptions, each case, of course, being handled on its own merits, has received as a sufficient excuse for delays only occasions which caused delays that were beyond the control of the transportation companies.

Claims for refund of demurrage charges, which claimants contend were improperly collected under the rules of the Commission are more easily disposed of, as in such cases, like claims for overcharge, the Commission interpreting its rule and applying same to the case in question; and the railroad companies, in nearly all instances, promptly dispose of claims in line with the ruling of the Commission.

As examples of the way the Commission handles claims, a few references are here given for the guidance of shippers who might have occasion to call upon the Commission for assistance in such cases.

File No. 8242.—On July 27th, 1908, Lon Dickey Lumber Company, Fitzgerald, Ga., complained to the Commission that they had been endeavoring since January 24th, 1908, the date upon which claims were filed, to secure settlement of eleven claims, which they held against the Seaboard Air Line Railway for overcharge on shipments of cross-ties, shipped from local stations on said line; the eleven claims aggregating the sum of \$75.00. A detailed statement of the claims showing the railway company's claim reference, or file numbers, was furnished by claimants and the Commission promptly took same up with the railway company, on July 29th, 1908. On August 5th, the railway company informed the Commission that papers covering the various claims referred to had been gotten together and all of them referred to the proper officials of said company for preferred attention. On August 10th, the Commission traced the railway company for information as to the status of these claims and urging prompt disposition, and said company replied advising that eight of the claims had been vouchered and that the others were still being investigated, and would be closed out as soon as possible.

Claimants advised the Commission on January 21st, 1909, that all of their claims had been satisfactorily adjusted.

File No. 8153.—On June 9th, 1908, Mr. O. Von Beglenburg, of Chattanooga, Tennessee, advised the Commission that in December, 1907, he had a piano to arrive over the Central of Georgia Railway at Atlanta, Ga., which was damaged to such an extent that same was worthless to him, and that accordingly he had filed claim against said company in the amount of \$190.00, that being the wholesale price of the piano. The Commission advised claimant that if he would send all papers covering this claim to this office, same would have preferred attention and that the Commission would assist him in any way it could in securing settlement. On June 20th, claimant filed with the Commission all papers covering this claim and reduced the amount claimed from \$190.00 to \$110.00, as, after investigation, it was found that the piano could be repaired and made as good as new for that amount. Amongst the papers were letters from the railway company declining to pay claimant more than \$52.50, that amount being, in the opinion of the railway company, sufficient to cover actual damages to the shipment.

On June 22nd, 1908, the Commission wrote the railway company the following letter:

"The Commission is in receipt of papers covering claim of the Von Beglenburg Company, your C-36182-B. We note your letter to claimants dated December 24th, in which you advise that you are only willing to voucher claim in the amount of \$52.50. In a letter from claimants dated the 20th instant, they state that after correspondence with your office they consented to amend their claim to actual cost of repairs, provided your company would ship piano to the factory and have same thoroughly overhauled. This, they state, your company agreed to do and accordingly shipped the piano to New York last January, but that they

are unable to secure return of the instrument or to secure repairs of same. They state that they can have the piano put in proper condition for \$110.00, although an expert advised that it would cost \$150.00. If the statements made by claimants are true, it appears that they are entitled to settlement of their claim upon basis of \$110.00, or your company should put the piano in condition agreed upon and return to them. Please give this matter your usual prompt attention and let us hear from you."

On June 24th, 1908, the railway company acknowledged receipt of the above letter of the Commission and advised that preferred attention was being given this claim. From day to day, the Commission received copies of letters written by the freight claim agent of the railway company to claimants and to the agent of said company at Atlanta, and on August 8th, 1908, said company advised that voucher for \$110.00, the full amount of the amended claim, had been issued and sent to claimants.

On August 18th, 1908, claimants wrote the Commission as follows:

"I desire to thank you and assure you of my deepest appreciation for the prompt and efficient manner you handled my claim against the C of Ga. Rwy. Co. After six months litigation on my part you succeeded in securing satisfactory reply from Savannah claim office in a little over a month, which promptness is truly worthy of profound gratitude on the part of those you assist.

"I received notice from Mr. Ezell, the Atlanta agent, that my draft was returned by him to Savannah owing to my absence from Atlanta. This draft has been issued since August 4th, 1908, but I have not received it yet, for which reason I have requested Mr. McKinstry to forward same to me direct.

"Thanking you again for your valuable assistance, I beg to remain."

File No. 8345.—On September 4th, 1908, R. C. Neely Company, Waynesboro, Ga., wrote the Commission the following letter:

"We have several claims against the Central R. R., one in particular dating back to Feb. 7th, 1907, the only answer we can get from them is that the damage was done on the Southern R. R., and that they can't get any hearing from them. We have demanded our papers but can't get them. Is there no way we can compel them to give us some definite answer? Any suggestion from you will be appreciated."

On September 9th, 1908, the Commission advised the claimants that if they would furnish it with the railroad company's numbers covering their claims, or such other detailed information as would enable it to intelligently take up these matters with the railroad/company the Commission would do what it could to assist in proper disposition of same. On September 11th, 1908, claimants furnished the Commission with the railroad company's claim numbers covering said claims—three in number, aggregating \$145.00. Claims were taken up by the Commission with the railway company complained against, namely: the Central of Georgia Railway Company, and the Commission constantly traced said company for information as to said claims, urging disposition as quickly as practicable. On January 15th, 1909, after extensive correspondence, the Commission received the following letter from claimants:

"Your favor of the 12th to hand. We thank you very much for your prompt

attention to the little differences between the R. R. Co. and ourselves. Thanks to your energy in the matter all our claims have been paid, except one and this we feel certain will be adjusted within a day or so."

File No. 8176.—On June 26th, 1908, Sibley Lumber Company wrote the Commission complaining of inability to collect a claim for damage which they held against the Central of Georgia Railway Company, account delay in transportation of car from Ashburn to Waynesboro, Ga., said car being in transit 45 days. On July 7th, 1908, the Commission wrote the claimants as follows:

"Referring again to yours of June 26th, relative to your claim A-104, I beg to advise that the Central of Georgia Railway Company declined to entertain your claim upon the ground that there was no delay with that company. We are taking the matter up by this mail with the Southern Railway Company and will handle same thoroughly with that line. As you no doubt know, your claim is one over which this Commission has no jurisdiction in that it is made account damages sustained, and the courts alone have jurisdiction over claims of this character. From the papers furnished it occurs to the writer that you have good grounds for damages, and if we should be unsuccessful in aiding you in securing settlement, I take it that you could recover by a suit in the courts. As soon as practicable, we will advise with you further."

On the same day the Commission wrote the Freight Claim Agent of the Southern Railway, giving full information as to the nature of this claim and advising that the Central of Georgia Railway Company contended that the delay to shipment occurred while same was in possession of the Southern Railway Company and that its company, therefore, was not liable on said claim. After extensive correspondence the Southern Railway agreed to pay 50 per cent. of the claim, but the Central of Georgia Railway Company refused to admit of liability in any amount. Letters passed constantly between the Commission and the lines of railway above named and claimants as well, and on September 23, 1908, the Commission wrote the freight claim agent of the Central of Georgia Railway as follows:

"Please see your C-41360-A. Claimants are again complaining at delay in disposing of this claim. On August 22nd, you advised us that you presumed Mr. Hooper would handle direct with claimants to conclusion, and on August 28th, Mr. Hooper wrote us that claim would go back to you, as your company should settle since the claim was originally filed with your line.

"Sibley Lumber Company are complaining at the delay as above stated, and I think very properly so. I say this not unmindful of your contention that the Central of Georgia is not interested in the claim, but at the same time the claim was filed against your company, and claimants have never been given any definite information, that is to say, they have not been advised that the claim is declined, or that a portion is due and will be paid, or otherwise, and I think you will agree with me that they should have had some such information long since.

"In the hope that this matter will be closed out without any further delay upon proper basis, I am writing you this letter under personal cover and trust that we may have a prompt response."

On October 1st, 1908, the Freight Claim Agent of the Central of Georgia Railway advised that he had secured authority for the full amount of claim from the

Southern Railway Company and that voucher was issuing that day and would be forwarded to claimants immediately.

The record of the Commission, in this matter, was closed October 9th, upon receipt of the following letter from the claimants:

"We are in receipt of your valued favor of the 7th inst., file No. 8176, stating that Freight Claim Agent, W. B. McKinstry, has finally agreed to issue voucher to us covering our claim A-104, amounting to \$73.90.

"We wish to thank you very much indeed for the attention which you have given this matter and we take this opportunity to express to you our appreciation of the very great work which the Commission is doing for the shippers of Georgia. This claim was certainly a most pertinent case of the practical work you are doing for the shippers along this line, as we had exhausted our every effort to effect collection before the papers were finally sent to you.

"We trust that we are not imposing on you too much by having sent to you a few days ago by registered mail our claim A-106. This is simply a case of overcharge in the rate on a shipment between Ocilla, Ga., and Monroe, Ga., and the claim has been filed now nearly six months without settlement, and as this seems to us to be a most unreasonable delay, we take the liberty of calling the matter to your attention, and trust that you will have the railroad issue voucher without any great delay."

File No. 8282.—On August 15th, 1908, Mr. Carson Crowley, Orchard Hill, Ga., forwarded to the Commission papers covering shipment of peaches from Orchard Hill, Ga., to Atlanta, Ga., upon which he was required to pay express charges on basis of 40 pounds per crate instead of 33 1-3 pounds per crate. Previously to the receipt of this claim the Southern Express Company had increased the basis of weight on peaches to 40 pounds per crate, but said company was ordered by the Commission to revoke its notice to this effect, and apply the same basis heretofore used, namely: 33 1-3 pounds per crate. On August 18th, 1908, the Commission wrote the Superintendent of the Express Company as follows:

"Enclosed herewith all papers filed by Mr. Carson Crowley, Orchard Hill, Ga., covering claim against your company. By reference to advice of your Mr. Egleston, dated August 5th, covered by notations made on letter of Orchard Hill agent to him dated July 27th, you will observe that express charges were increased to the amount shown in pencil, due to increased weights applied by Atlanta office.

"It appears that these shipments were properly billed at three crates per 100 pounds, and that agent at Atlanta increased the weights notwithstanding the order of the Commission requiring such weights should be on basis of three crates per 100 pounds. There appears to be \$5.22 overcharge. There were 146 crates at three per 100 pounds, figures a total of 41,866 pounds, at 30 cents per 100 pounds, \$14.60, whereas \$19.82 was collected.

"Please give this matter your immediate attention and have refund of excess charges collected made as soon as practicable.

On August 24th, 1908, the express company advised the Commission that refund voucher was issuing that day in line with letter of the Commission and on

August 29th, 1908, the following letter was received from the claimant, whereupon the record of the Commission in this case was closed:

"Yours of the 27th of August received, and I take pleasure in stating to you that the express company through Mr. H. M. Smith has returned the overcharges on express shipments in question. I thank you very much for your kind attention to this matter and assure you of my hearty co-operation and support of the policies pursued by your body, I ask to remain."

File No. 8265.—On August 1st, 1908, the Albany Mill Supply Company advised the Commission that they had been endeavoring since March 3rd, 1908, to secure settlements of claims against the Central of Georgia Railway Company, account damage to shipment of machinery amounting to \$140.75, and requested the Commission to aid them in any way it could. The Commission advised the claimants that claims for damage were beyond its jurisdiction, but informed them that if they would furnish it with the railroad company's claim number, and other papers covering their claim, which would enable the Commission to handle same with the railroad company, it would do what it could to assist them in securing proper settlement. Claimants on August 6th, 1908, furnished the Commission full information relative to said claim, giving the railroad company's claim number, and the Commission promptly took the matter up with the Central of Georgia Railway Company. Constant attention was given this claim and letters of inquiry written by the Commission from time to time to the railway company as to the status thereof, and said company urged to proper disposition as soon as practicable. On October 29th, 1908, claimants advised the Commission that they had received satisfactory settlement.

For other claims for overcharge, damage, etc., see files Nos. 8631, 8650, 8573 and 8437 and others under statement of formal complaints and petitions handled by the Commission since June, 1908, reference to which can be had in Index under *complaints and petitions*.

ELECTRIC LIGHT COMPANIES.

Since the last annual report of the Commission only a few complaints have been received against Electric Light Companies, but the following will give an idea of the character of complaints against such companies, and will show the methods employed by the Commission in handling same:

File No. 8198.—On July 6th, 1908, Mr. A. G. Villee, of Waycross, Ga., filed complaint against the Waycross Electric Light & Power Company, enclosing with his complaint papers showing the meter readings covering current consumed by him during the three months last preceding the date of his complaint, and enclosing also the paid expense bills rendered by the company complained against covering charges assessed in accordance with the meter readings referred to. Complainant complained that by reason of the irregular readings of meters, that is to say, because of the defendant company reading same several days before the first of the month and the next time reading the meters several days after the first of the month, short months, or periods less than thirty days occurred between readings, and hence, those who ordinarily did not use more than the

minimum were required to pay the minimum covering the short periods and oftentimes more than the minimum covering the period greater than 30 days, whereas if the readings were made regularly no more than the minimum would be due for any one month.

Upon consideration of the papers submitted by the complainant, the Commission on July 14th, 1908, issued and forwarded the following order to the President of the Waycross Electric Light & Power Company:

"The Railroad Commission is in receipt of three bills rendered by your company for electric service during the months of May, June and July. Bill for May covers only 29 days, while bill for June covers 34 days and bill for July only 29 days. By reason of this irregular reading of meter, subscriber was required to pay more than he would have paid had the reading been by full calendar months. The Railroad Commission hereby directs that in all cases where subscriber customarily uses not more than the minimum, meter shall be read regularly so as to cover each calendar month, otherwise a refund of any excess collected by failure to so read meters, will be ordered made.

"By order of the Board:"

The Commission also advised complainant that if he so desired, notice would be served on the defendant company requiring it to show cause why refund should not be made of the excess charges collected as above set out; but on July 17th, 1908, complainant wrote the Commission as follows:

"I am in receipt of your letter containing decision about the matter of excessive charges for lights by the Waycross Electric Light & Power Company.

"I am very much obliged for your kindness and interest in this case, as it sustains my attitude, and I have gained my point.

"I appreciate your very kind offer to require the company to refund to me the overcharge mentioned, but I am not after the money involved, and if I were to receive that from the company it would look as if I were, instead of the principle for which I was contending; so I do not care to push it any farther.

"I wish to say that your Commission has earned the everlasting gratitude of this community in making this company come to time. It seemed as if there was no redress whatever from anything they imposed upon us; and I determined to know whether or not we had to submit always.

"I am satisfied that your Commission will receive several letters of thanks from our people, for I am not keeping it secret at all.

"Again thanking you for your kindness."

File No. 8523.—On December 9th, 1908, Mr. C. H. Redding, of Waycross, Georgia, filed complaint against the Waycross Electric Light & Power Company, alleging that said company refused to install a meter in his place of business; that he was required to pay excessive rates for current consumed and that the company failed to furnish satisfactory service.

The Commission having received other complaints from citizens of Waycross, Ga., against the same company, appointed Commissioners Stevens and Hillyer, as a committee, to visit Waycross, and make a thorough personal inspection of the matters complained of. Notice of the day upon which the Committee of Commissioners would make its inspection was furnished the Waycross Electric

Light & Power Company, the various parties complaining against said company and the City officials of Waycross. On February 26th, 1909, the Committee filed the following report of inspection:

"In Re: Complaints of C. W. Parker, C. H. Redding, et al., against Waycross Electric Light and Power Company.

"Commissioner Hillyer reported that he personally visited Waycross; that Commissioner Stevens, the other member of the Committee, was providentially hindered from attending, but he, Commissioner Hillyer, made personal examination touching the nature of the service, and, pursuant to notice, holding a public hearing, at which were present the Mayor and certain members of the City Council, as well as a large and representative body of citizens, including the officers of the Waycross Electric Light & Power Co., and the parties below named whose complaints are on file. That besides these, others and numerous complaints existed, especially touching the scale of rates charged by the Company, and to some extent the safety of the service, though the Company has made of late some important improvements at the plant. The mayor pledged the city for half the expense of an expert, if the Board would send one, and the Company pledged the other half, the amount of this expense to be ascertained beforehand, and it was recommended that this be carried into effect as heretofore ordered by the Board, under direction of the Committee and the Chairman.

"The Committee further recommended that the question of requiring meters to be installed or any action further than as below in either of the cases named, be deferred until the visit of said expert, whereupon it was ordered that said report be adopted with the following orders in said two cases, to-wit:

"Commissioner Hillyer having visited Waycross and made personal examination touching the nature of the service and the matters in dispute reported a recommendation that hereafter the said Company require a deposit of one-fourth only of the amount heretofore required as security.

"ORDERED: that the same be approved by the Board, and that the conditions and terms of the service be the same as with other customers under the rules of the Company.

"By order of the Board."

Orders were passed by the Commission in line with the recommendation of the Committee and copies served upon all parties at interest.

The Commission took up the matter of securing the services of an Electrical Expert, as set out in the report of the Committee, and after thorough investigation as to his qualifications, employed Mr. Roland B. Hall, Jr., Mechanical and Electrical Engineer of Atlanta, upon an agreed compensation of \$140.00, said amount to cover both services rendered and all expenses incurred therein. The Commission addressed a joint request to the Mayor of Waycross and to the defendant company calling upon them, in line with the agreement, to forward \$70.00 each, to the Secretary of the Commission, to be used in defraying the expenses of the expert inspection. Said amount was promptly forwarded and received by the Commission and Mr. Hall instructed to be in Waycross, Ga., Monday, March 15th, to begin his inspection and all parties at interest notified.

The following report was submitted by Mr. Hall on March 30th:

March 20, 1900.

"Railroad Commission, State Capitol, Atlanta, Ga.

"GENTLEMEN: In pursuance with your instructions, the writer visited the town of Waycross, Ga., making an investigation of the various complaints that have been made, and an inspection of the plant and lines, and begs to report as follows:

"Regarding the complaint of C. W. Parker, lessee of the Opera House, against the Light Company for overcharge,—as there was no performance given during my stay in Waycross, a Standard indicating wattmeter was installed on the service supplying the switchboard, and during one evening the lights were thrown on and off as required during an average performance, readings being taken of each change, and the total watt hours found from these readings. Messrs. Parker, lessee, and Foote, Secretary of the Light Company, were present and both agreed that the method would show very accurately the average current consumption during a performance. Appended is a sheet, showing the readings taken and watt hours used.

"The total consumption for an average performance was thus found to be 15.98 K. W. hours, and as the charge has been \$5.00 per each performance, the complainant has been paying 31.2c per K. W. hour. On a meter rate and averaging 12 performances per month, the monthly use would be 191.5 K. W. hours which would be entitled to 15c with a discount of 20 per cent. or 12c net per K. W. hour at which the cost per performance would be \$1.92.

"The Light Company defends the flat rate by the fact that it is necessary to maintain a separate transformer for this service. As this is the case, the Light Company is entitled to a minimum charge ample to cover interest and depreciation on this transformer and meter, which is as follows:

Cost of 100 light transformer erected	\$65.00
Cost of 40 amp. meter	30.00
<hr/>	
Total	\$ 95.00
Interest at 7 per cent.	6.65
Depreciation at 6 per cent.	5.70
<hr/>	
	\$12.35

"As the minimum charge now in force for all service is \$2.00 per month or \$24.00 per year, if no current were used, it appears that this is ample to cover the above cost, and that this customer is entitled to a meter service and the regular contract rate and discount.

"With reference to the several complaints regarding the accuracy of the meters, the writer tested with a standard recording test Wattmeter, the meters which had been especially complained of, with the results given below,—100 per cent. indicated accuracy, above this indicates that the meter is fast or recording more current than actually used, below, vice versa. A variation of 2 per cent. either way is allowed, and within this range is considered commercially accurate.

NAME	PER CENT. OF CURRENT.	LOAD
Majestic Theatre	98.5	Heavy
Majestic Theatre	95.2	Light
J. R. Brinson, Store	99.3	Heavy
J. R. Brinson, Store	97.3	Light
Sweet, McDonald & Parker	101.4	Heavy
Sweet, McDonald & Parker	99.	Light
First Methodist Church	157.3	Heavy
First Methodist Church	155.	
V. L. Stanton, Residence	102.5	Heavy
V. L. Stanton, Residence	101.	Light
J. E. Cameron	104.9	Heavy
J. E. Cameron	103.8	Light
Mrs. Zachary, Residence	99.7	Heavy
Mrs. Zachary, Residence	100.	Light
H. C. Jones	101.2	Heavy
H. C. Jones, Residence	100.8	Light
J. T. Bowden	100.3	Heavy
J. T. Bowden, Residence	100	Light
Redding Theatre	106.	Heavy
Redding Theatre	104.5	Light
Methodist Church	99.8	Heavy
Methodist Church	99.5	Light
Stock Meter	101.	Heavy
Stock Meter	99.5	Light
Stock Meter	105.	Heavy
Stock Meter		Light

"With the exception of one the meters show results equal to those met with in average practice; the meter in the First Methodist Church was running unusually fast, and on investigation it was ascertained that the wiring in this building had been damaged by lightning some months ago. This meter was immediately replaced by a new one which was also tested with the result given above. It is considered good practice to test meters just before they are installed and at least once a year during service.

"The company has in use about 375 meters, and in view of this number, it would be well if it was provided with a standard recording test meter in addition to the indicating instruments it now has.

"Although the area for distribution is larger than usual in a town of this size, it is well covered. The pole line is in good condition, but on many of the lines the insulation has disintegrated through the action of the weather and dropped off the wire; this is particularly to be noticed on the 2,200 volt primary lines. The bare condition of these lines causes an additional source of danger in the event of breaking and crossing with telephone lines, increasing the fire hazard and danger to the users. It also increases the number of grounds to which the lines are occasionally subjected in wet weather, thereby causing breaks and interruptions in the service which might have been avoided. A portion of the high tension system is supplied with No. 10 wire. It is not now considered

good practice to use smaller wire than No. 8 on overhead systems owing to the low degree of mechanical strength and the consequent danger of breakage. This condition is aggravated by the fact that on many streets the lines pass through the branches of rows of trees, and are subjected to undue strains by the swaying of the branches in wind storms.

"It was noted also that during a part of the day, the voltage was too low with the result that lamps were not up to candle power. Tracing this back to the plant, it was found that the small generator unit was operated at a lower voltage. This was raised and the trouble corrected immediately.

"With reference to the rates for current, the city is now paying for street lights \$90.00 per arc lamp per year, on all night schedule. An average of the rate paid, (or charged off in the case of those plants owned by the municipality), in several towns of approximately the same size and located in the same section where prevailing fuel and labor conditions are equal, is as follows:

MOONLIGHT SCHEDULE. ALL NIGHT SCHEDULE.

Thomasville, Ga.		\$75.00
Americus, Ga.	\$65.00	86.66
Valdosta, Ga.		75.00
Cordele, Ga.	80.00	106.66
Tifton, Ga.	84.00	112.00
Average		<u>\$91.06</u>

In three of the towns mentioned, a moonlight schedule is in force, under which the street lamps burn 3,000 hours per year against 4,000 on the all night schedule. In these cases, the rate has been put on an all night basis for the purpose of comparison. The average is shown to be \$91.06, which is slightly more than now being paid in Waycross. The rate for light is 15 cents per K. W. hour, subject to the following discounts:

"Where use is below 50 K. W. hours per month, no discount.

"Where use is more than 50 and less than 300 K. W. hours, 20 per cent. discount.

"Where use is more than 300, 33 1-3 per cent. discount.

"Power is sold at a flat rate of 7 1-2c per K. W. hour.

"The average price received last year for current at the switchboard on the basis of 360,000 K. W. hours, which was computed from the readings of the station wattmeter, was 7.4c (total income for light sales being \$26,587.04). The difference between this and the average selling price represents the certain unavoidable loss in transmission wires, transformers, etc., which exists in every plant to a greater or less extent.

"The average cost of current delivered at the switchboard is shown by the running expenses of the plant which are given below. The figures were taken from the books of the company and the expenses of the light and ice plants carefully segregated.

RUNNING EXPENSES AND FIXED CHARGES.

Salaries of executive officers	\$2,436.60
Labor	4,690.00
Fuel	6,376.49
Sundries, supplies and repairs	1,945.95
Taxes	1,030.00
Insurance	660.00
Interest on valuation \$60,000 at 7 per cent.	4,200.00
Depreciation on valuation \$60,000 at 5 per cent.	3,000.00

Annual expense\$24,339.04

"Cost per K. W. hour 360,000 delivered to switchboard 6.75c. Referring to the contract form for the lights now in use,, there is one clause which reads—"No other electric, or other lighting service shall be used while this contract remains in force without previous notice to and consent of this company.

"I merely refer this to your attention with the comment that when this paper is executed and becomes a contract between customer and company, it gives to the company a power which might be misused, and for which consideration it gives the customer nothing in return.

"Respectfully submitted,

"ROLAND B. HALL, JR."

READINGS TAKEN AT OPERA HOUSE.

TIME.	WATTS..	K. W. HOURS.
6 — 7:30	820	1.23
7:30— 8:25	1850	1.70
8:25— 8:30	3750	.31
8:30— 9:00	2850	1.45
9:00— 9:05	3750	.31
9:05— 9:30	2850	1.40
9:30— 9:35	3750	.31
9:35—10:00	2850	1.40
10:00—10:05	3750	.31
10:05—10:30	2850	1.40
10:30—10:40	3750	.62
10:40—11:15	750	.43
		10.85
Entrance lights		5.13
Total		15.98

On April 1st, Commissioner Hillyer was appointed by the Commission to examine the report of the expert, and submitted the following recommendations, which were adopted by the Commission:

**"IN THE MATTER OF COMPLAINTS AGAINST THE WAYCROSS ELECTRIC LIGHT &
POWER COMPANY.**

"HON. S. G. McLENDON, Chairman,
"Railroad Commission of Georgia,
"Atlanta, Ga.

"Dear Sir: Referring to the above subject, and as the Committee appointed by the Commission to visit Waycross and make a personal inspection of the conditions obtaining at that point, I beg to advise that I have carefully gone over the report of Mr. Roland B. Hall, Jr., electrical and mechanical engineer, who, at the direction of this Commission, made a minute examination and inspection of the plant and affairs of the above-named company. Upon consideration of the record in this case, of my visit to Waycross, and of the report made by Mr. Hall, I beg to submit the following recommendations:

"1st. That a copy of Mr. Hall's report be furnished each of the parties interested in this matter.

"2nd. That the sum of \$100.00 out of the fund now in the registry of the Commission advanced by the parties at interest for the purpose of having this expert examination made be now paid to Mr. Hall, the remainder of said fund, to-wit \$40.00, to remain on hand in case further service by Mr. Hall should be required under his contract.

"3rd. That the attached order be passed and issued by the Commission as of the above date. Respectfully submitted,

"GEORGE HILLYER,
"Commissioner."

IN RE: Complaints of C. W. Parker, C. H. Redding, et al., against Waycross Electric Light and Power Company.

"Upon consideration of the record in the above-entitled matter, it is now

"ORDERED: That the Waycross Electric Light & Power Company shall within ten days from this date, install in and for the Opera House in the City of Waycross—C. W. Parker, lessee—an electric meter and that the services-maintained through the same be at the rates and in the manner conformable to custom in other cases and the rules of the company.

"ORDERED FURTHER: That the Waycross Electric Light & Power Company may require weekly payment of the bills for this service, and may also require a deposit of not exceeding \$15.00, or, at its option, bond with good security in the sum of \$50.00 to secure prompt payment of said bills.

"ORDERED FURTHER: That the Waycross Electric Light & Power Company show cause to this Commission, on or before April 15th, 1909, why its scale of rates now in effect in Waycross, Georgia, should not be reduced and why the reforms and improvements recommended in the attached report of Electrical and Mechanical Engineer, Roland B. Hall, Jr., should not be made.

"BY ORDER OF THE BOARD."

No conclusions yet reached by the Commission as to the proper disposition of this case.

PASSENGER TRAIN SERVICE.

Many complaints of alleged insufficient passenger train service and petitions for additional service of this kind, have been received by the Commission and the following cases will give an idea as to the nature of the complaints or petitions, and the methods employed by the Commission in handling same:

File No. 8480.—On December 1st, 1908, S. S. Broadnax, (colored), of Thom-
asville, Ga., wrote the Commission the following letter:

"I wish to call your attention to the fact that the A. C. L. R. R. does not comply with the law in giving equal accommodations to white and colored passengers.

"Their train which arrives here about 1:00 A. M. (No. 5) does not give any smoking accommodations to negro passengers and the accommodations given to negroes are not sufficient. Only one end of the car is given and quite often passengers are forced to stand up, because of the crowded condition. If you will take this matter up with the railroad officials, you will place us under lasting obligations to you."

Copy of this complaint was served upon the Atlantic Coast Line with request that full investigation of the matters complained of be promptly made, and the Commission fully informed as soon as practicable. The railroad company acknowledged receipt of said complaint and advised that thorough investigation would be made, but requested more specific information as to the particular trains complained of. The desired information was secured by the Commission and furnished the railroad company and on January 11th, 1909, said company advised the Commission that a full car would be assigned for colored passengers on the trains in question, which would remove all cause for complaint.

The records of the Commission were closed upon the receipt of the following letter from complainant:

"We note with pleasure that the A. C. L. R. R. Company promised us reasonable accommodations on trains 57 and 58 for which we wish to thank you and assure you that our people will be under lasting obligations to you for the interest you have shown in this matter."

File No. 8616.—On February 11th, 1909, the Commission received the following petition, numerously signed by citizens of Monticello, and Jasper county, Georgia:

"We, the undersigned citizens of Monticello and Jasper county, do hereby respectfully and earnestly petition your honorable body to exercise the power and authority conferred on you by statute, to force the Central of Georgia Railway and the Georgia Railroad to so arrange their schedules of passenger trains that connection may be made at Madison, in order that parties having business in Atlanta, or desiring to visit the Capital, may not be subjected to the annoying delay of having to lie over in Madison from eleven o'clock A. M. until six o'clock P. M. We have no interest in the jealousies and quarrels of the two roads, and think that these two roads should be forced to so change their schedules as to make close connection.

"We also call your attention to the fact that the same delay occurs if we return either by Madison or by Covington. And we would further suggest an inspec-

tion of the road bed of the Macon and Northern branch of the Central of Georgia Railroad.

"Atlanta is only about sixty miles away from us, and under the present condition of schedules a day is consumed in going to and one in returning from the city."

Copies of the petition served by the Commission on the Central of Georgia Railway Company and the Georgia Railroad Company, which companies after conference between themselves, advised the Commission that they could not arrange the desired schedules, but such changes would be made as would enable the petitioners to leave home in the forenoon, no schedule being practicable for their return same date. The Commission, thereupon requested the railway companies, at interest, to enter further negotiations, and consider the changing of times of arrival and departure of their trains at Athens and Atlanta so that the desired connection could be made. From day to day letters passed between the Commission and the railway companies, also the petitioners, and on March 4th, 1909, the Georgia Railroad Company advised that the desired schedules had been arranged by changing the time of arrival and departure of its trains at Atlanta, Augusta, Macon, Athens, Union Point, Washington, Barnett, Social Circle and Monroe, Georgia. Petitioners were so advised and the records of the Commission closed upon receipt of advice from them that the changes secured in these schedules furnished satisfactory service.

FILE NO. 8448.

On November 13th, 1908, the Commission received the following communication signed by the President of the Albany Business League, and also by the editor of the Albany "Herald:"

"We are enclosing herewith a copy of a letter which the "Herald" received to-day from Mr. E. M. North, division passenger agent for the Atlantic Coast Line Railway Company, and a copy of a telegram which we at once forwarded to Mr. North upon receipt of this, our first information in regard to the proposed change of schedule on passenger train No. 71, between Albany and Thomasville. As it will be impossible for the railroad company to comply with the law in regard to the publishing of this change of schedule on the date named, we write to request that you have same held up until you can give the people of Albany a hearing in this matter. We presume that this change is being made without your authority, or that if you have given the railroad company the authority to change this schedule, it was subject to such revision as you may see fit to make after having given the people of Albany and the territory involved a hearing.

"The proposed change would work largely to the inconvenience of our citizens, and a large portion of the traveling public patronizing this line who come from points on the Central of Georgia and A. & N. lines above Albany and who make connections for points on the A. C. L.'s Thomasville line at Albany. The proposed change would rob Albany of a large share of retail trade which our local merchants have enjoyed for years from people along this line who come to Albany at 12 o'clock and shop for four hours between trains. There are numerous other objections which we will be prepared to present at

a hearing before your honorable body, and which we are confident will fully sustain our objections to the proposed new schedule.

"We trust that you will advise us at your earliest convenience at what time you will grant the people of Albany a hearing in this matter.

"With great respect, we are,"

The Commission promptly sent the following telegram to the President of the Atlantic Coast Line Railroad Company:

"The Commission desires that you shall make no change in schedule of your train 71 out of Albany on the 15th and requests that you furnish it reasons for the change proposed. To leave Albany ahead of the arrival of the Central train from Atlanta and Macon would work inexcusable hardship upon a large number of people. Reasons for breaking such a long established schedule would have to be very weighty to justify it."

On the date following the receipt of the first communication upon this subject, the Commission received several letters and telegrams from other patrons interested in said schedule, protesting against change therein. The President of the railroad company advised, by wire, that his Superintendent of Transportation and Passenger Traffic manager would call upon the Commission on the 14th instant, for the purpose of holding a conference relative to this matter. The conference was held at the time indicated and said officials agreed to make no change in the schedule in controversy. Complainants so advised, and the records of the Commission in this case, accordingly, closed.

FILE NO. 8453.

On November 17th, Mr. J. A. Perry, representing some 91 business firms and individuals, citizens of Lawrenceville and Logansville, Georgia, filed with the Commission the following petition:

"The petition of Lawrenceville Hardware Co., of Lawrenceville, Logansville Mercantile Co., of Logansville, and J. S. Young & Son, of Lilburn, and others of said places respectively whose names appear hereto marked exhibit "A" against the Seaboard Air Line Railway and its management shows the following:

1st. Said Seaboard Air Line Railway and its management, as at present existing, are operating a line of railroad and conducting the business of a common carrier in said State, and are subject to the jurisdiction and authority of the Railroad Commission of said State.

"2nd. Petitioners show that said management of said railroad is not operating sufficient and proper passenger service to meet the requirements of travel to and from the places hereto named, and the accommodations now given by said management at said places, as well as along their entire line through Gwinnett county, is inefficient and insufficient.

"3rd. Lawrenceville is the county seat of a large and populous county, centrally located in said county, yet only two opportunities are given for travel in the direction of Atlanta each day, one of which is at five o'clock in the morning and the other at six-thirty o'clock p. m., making it necessary to leave before day and after dark traveling in the direction of Atlanta. Notwithstanding an overwhelming portion of the travel from said places is in the

direction of Atlanta. To travel from Logansville in such direction it is imperative to begin the journey at three o'clock a. m.

"4th. The population of the places herein referred to aggregate about four thousand in number; and in a commercial way, have about seventy-five merchants; five banks and six manufactures.

"5th. The train passing Lawrenceville at five a. m. can never be used as a satisfactory train for local accommodation service, for the reason that it is a through train and is invariably late, often as much as two hours. Consequently the only relief for local travel is the addition of an intra-State train to and from such a point as would best serve the interest of said road. Requiring such intra-State train to arrive and leave Atlanta at seasonable hours, giving the usual opportunities for a stay in Atlanta using such train as is afforded by other roads running into Atlanta. Petitioners are informed and believe that said road is the only one touching Atlanta that has not given such local service, and such has been true for many years.

"6th. Petitioners further show that Lawrenceville should be made a regular stop for trains 32 and 33. To do so would give a run of 34 miles before making a stop and if done, would relieve great inconvenience now existing. Lawrenceville has a population of about two thousand, more than forty business houses and three banks. Besides being the county seat of a large county and a junction point. The schedules of trains 32 and 33 for this place have existed almost entirely since the completion of the road more than sixteen years ago. During which time the place has tribbled in population with a like increase in business.

"7th. Said road does not as much as furnish a night operator at said place of Lawrenceville, which if done, would in a small degree lighten the inconveniences of those able to afford telephone facilities, whereby you could then ascertain the lateness of the early train, rather than rush to the depot only to find the train two hours late. And to add to the unpleasantness of such delay, until quite recently, the only place provided for waiting was a cold and dark waiting room.

"8th. Petitioners ask that said road be required to immediately put on an intra-State train with a schedule herein suggested for such train, and that said road be required to make Lawrenceville a regular stop for trains 32 and 33; and that the other passenger trains of said road as operated at present be required to continue.

"Wherefore, petitioners pray that a proper order be served on the receivers and officers of said road, requiring them to show cause before said Commission at the very earliest date practicable, why the relief herein prayed for should not be granted."

This matter was first taken up with the Chief Executive Officer of the Receivers, Mr. W. A. Garrett, who was requested to give preferred attention to same and advise the Commission fully at the earliest date practicable as to the purpose of his company in respect of said matter. On November 24th, 1908, the Commission received a petition from 14 business firms and individuals, citizens of Tucker, Ga., joining in the petition of the people of Lawrenceville

and Logansville, Ga., and said last named petition was duly filed and made a part of the record of the first named case, and petitioners were so advised.

This matter was handled by correspondence, letters passing almost daily between the parties at interest and the Commission; the railway company desiring to postpone hearing before the Commission until early in January, owing to other engagements of its officials, but on December 5th, the Chairman of the Commission wired the General Counsel of the railway company that while other matters complained of, under the record in this case, could properly go over until the date stated, no delay could be allowed as to sufficient train service between Athens and Atlanta. On December 8th, 1908, General Counsel Legh R. Watts, wired the Commission that arrangements had been made to restore former schedules at Lawrenceville in order to meet the demands of the Christmas travel, by stopping its through trains at said point. On December 9th, 1908, the Commission wired the General Counsel and Chief Executive Officer of the road as follows:

"The trifling change does not meet the situation at all. The Seaboard Air Line Railway will please show cause before the Georgia Railroad Commission in Atlanta, at the Commission's rooms on Saturday, December 12th, at 10 A. M., why it should not be required to furnish satisfactory service to its patrons between Athens and Atlanta. Please acknowledge this as notice of such hearing."

The officials to whom the above telegram was addressed acknowledged the receipt thereof, but requested further time within which to make showing, inasmuch as it was impossible for them to be present on the date named; but advised that their Division Counsel Messrs. Brown and Randolph, of Atlanta, would be present at the time fixed for hearing and make formal request for a continuance. The Commission disallowed the postponing of said hearing, and same was held, as ordered, at which the petitioners and the railway company were represented by counsel and others. Full opportunity was given all parties to present whatever evidence and arguments they desired to be considered by the Commission. On December 17th, the Commission wrote counsel for petitioners as follows:

"Col. E. T. Brown, Atty., for the Seaboard Air Line, is in the office and the Commission has gone over with him the matter of schedules. A telegram just received from Judge Watts advises that on Monday, December 21st, the schedule of train No. 41 will be changed so as to pass Lawrenceville coming into Atlanta at 7:25 A. M., reaching Atlanta at 8:45 A. M. Lawrenceville, under this arrangement, will of course be a regular station at which this train will stop. Returning, Lawrenceville people can leave Atlanta on train No. 38 at 7:40 P. M., reaching home at 8:35 P. M. Mr. Brown agrees that the Logansville schedule shall be arranged so as to enable the Logansville people to connect with this train into Atlanta in the morning and out in the evening."

On December 31st, the Commission received from petitioners' attorney a communication complaining that the plans of the railway company to take care

of local travel with its through train could not prove satisfactory either to the railway company or its local patrons, for the reason that the interests of through and local passengers were altogether contrary, and one could not be served without inconvenience to the other; and further complaining that the present through trains with which the railway company was endeavoring to serve its local passengers not only failed to satisfy such patrons as to convenient schedules but that said trains were over-crowded and that it was a daily occurrence that passengers were unable to secure seats, and were required to stand during their entire journey on the trains.

On January 19th, 1909, various citizens of Comer, Ga., by petition filed in due form, joined in the complaint and petition of the parties in this case. The petition of the citizens of Comer was duly filed and petitioners so advised.

On January 21st, 1909, the Commission notified all parties to the record in this case that said matter would be called for formal hearing before the Commission at its meeting to be held January 28th, 1909, at which time the Seaboard Air Line Railway Company would be called on to show whether or not it was furnishing adequate, sufficient and satisfactory passenger service on that part of its line in Georgia, lying between Atlanta and the South Carolina State line, and on its Logansville branch, and if not, to show cause why such service should not be required of it, between the points and over that part of its line above stated, as would meet the reasonable demands of the traveling public interested. On January 25th, 1909, said meeting was postponed until the 29th of that month, but was held upon the date last named. All parties at interest were present or represented at said hearing and all given full opportunity to present their respective contentions.

Further complaint was made as to the lack of facilities afforded local passengers by through trains, inasmuch as said through trains were over-crowded. The Commission employed Mr. M. C. Kollock, who previously served the Commission as a track inspector, and directed him to make daily trips between Atlanta and Lawrenceville, on the trains complained of, for the purpose of making a thorough examination as to the service afforded by said trains, the condition of the coaches and the number of passengers on board each trip. On April 2nd, Mr. Kollock filed with the Commission the following report:

Atlanta, Ga., April, 2, 1909.

HON. S. G. McLENDON, Chairman,
Railroad Commission of Georgia,
Atlanta, Ga.

Dear Sir: According to instruction from you I have made daily trips on passenger trains of Seaboard Air Line Railway from March 25th to April 1st, 1909, (inclusive), between Atlanta and Lawrenceville, with a view to inspection of the service, condition of the coaches, and number of passengers on each trip. The service is good enough with conductor, porter, and baggage-man, the latter acting as flagman when necessary. If coaches appear to be crowded the conductor could have satchels put up in the racks, and thus

give seats to passengers whom at times must sit on the arms of the seats or steps of platforms. The railway company could strengthen the conductor's position by posting in the cars notices that seats are for passengers and not baggage. A recent decision in a court makes this very plain in deciding a case where a man tried to reserve a seat in the coach with his baggage, whilst he was using another seat in the smoking compartment—the court very plainly stating the party could not reserve a seat in this way as the seats could not be used for baggage.

During these seven days the trains have been very close on schedule as to arrival and departures—one only arriving 27 minutes late at Lawrenceville on Friday night, 27th of March, caused by freight train wreck on main line, and we had to back out to Belt Junction to pass the obstruction.

The coaches for white and colored passengers have the same kind of accommodations for each, but we often find white men using the colored smoking compartment. In some cases they have been crowded out of the white coach, but this is not always the reason. The coaches will each seat 56 passengers, and smoking compartment 16, making 72. Saturday, the 27th of March, was the heaviest travel recorded. The morning train from Lawrenceville had 53 in white coach, 15 in smoker compartment and one on platform, making 69. The colored coach had 9 colored, and 10 white men, as also 14 whites in colored smoking compartment. Thirty-three (33) of these boarded the train at Lawrenceville. The night train No. 38, leaving Atlanta 7:40 P. M. (on said 27th) had 57 in white coach, 16 in white smoker compartment, making 73. Eight (8) whites on platform and fourteen in colored smoker compartment, as also 20 colored passengers in coach. No white women have been seen in colored coaches on any of these trips.

The coaches generally clean and comfortably heated.

By reference to attached tabular statement you will find the record for each day.

The Logansville train makes two trips daily with one coach. It will seat 28 in the white portion, and 20 in the colored, divided by baggage compartment. Waiting room for whites at Lawrenceville in good condition and comfortable. Same can be said of colored room.

Respectfully,

M. C. KOLLOCK.

TABULAR STATEMENT.

Giving number of passengers on Seaboard Air Line Railway Passenger trains between Atlanta and Lawrenceville from March 25th to April 1st, 1909 inclusive to accompany report dated April 2nd, 1909.

Date 1909.	No. of train	In White Smoker Comp't	On Platform	Total	In Colored Coach	Colored Smoker Comp't.	Total	Remarks.
Thurs. Mar. 26	P. M. 38	20	8	28	2	1	3	Coach will seat 56, Smoker Comp't. 16.
Fri. " 26	A. M. 41	36	13	49	13	1	14	1 white man in colored smoker comp't.
" " "	P. M. 38	49	15	64	11	10	21	{ 2 men sitting on arms of seats in white coach from choice; 10 white men in colored smoker comp't.
Sat. " 27	A. M. 41	53	15	69	{ 10w 90	14	83	{ 10 white men in col. coach, 14 white in colored smoker comp't., 33 passengers took train at Lawrenceville.
" " "	A. M. 32	51	5	56	11	..	11	{ This train left Atlanta 11:20 A. M.
" " "	P. M. 38	57	16	81	20	14w	84	14 white men in col. smoker comp't.
Sun. " 28	A. M. 41	12	10	22	8	3	11	
" " "	P. M. 38	44	17	61	4	{ 2w 80	9	{ 2 white men in col. smoker comp't. 23
Mon. " 29	A. M. 41	51	17	68	15	6w	21	{ 6 white men in col. smok. comp't. 23
" " "	P. M. 38	42	12	54	{ 1w 80	9w	18	{ 9 white men in col. smoker comp't. 1
Tues. " 30	A. M. 41	44	12	56	7	{ 2w 20	11	{ white in colored coach. This col. smoker comp't. seats 8 only.
" " "	P. M. 38	38	12	51	2	{ 1w 30	5	{ 2 white men and 2 col. in col. smoker comp't. 18 passengers took train at Lawrenceville for Atlanta.
								1 white man in col. smoker comp't.

On April 14th, 1909, the Division Counsel, the General Passenger Agent and the Assistant General Passenger Agent of the Seaboard Air Line Railway had a conference with the Commission upon this subject, when it was agreed that said railway company would, beginning May 2nd, 1909, put on an additional train between Atlanta and Athens proper, connection being made at Lawrenceville with the Logansville branch. This new train will leave Atlanta at 4:30 P. M., arriving at Athens at 7:15 P. M., and returning will leave Athens at 6:00 A. M., arriving at Atlanta at 8:45 A. M., and will serve all intermediate territory. This additional service will not result in the discontinuing of Lawrenceville and Winder, Ga., as regular stops for the fast through trains of the railway company and said additional service is in full compliance with all the demands of petitioners in said case.

DEPOTS AND SIDETRACKS.

Petitions for depots and sidetracks receive the same method of handling by the Commission. While in these cases no special form of petition is required by the Commission, it is desired always that same show all necessities for the facilities desired. Each case, of course, stands upon its own merits and the conditions peculiar to each. Some of the conditions, concerning which the Commission, in every case desires information, and which are investigated by it, are, as relates to petitions for depots, the amount of business, both freight and passenger done at the station where the facilities are desired, the number of business firms, manufactories, stores and other business enterprises; the population of the immediate community to be served, including as well the surrounding country, number of schools, churches, etc. As relates to petitions for sidetracks, so much of the above information as will tend to show the necessities for sidetrack facilities.

Upon receipt of such petitions the Commission serves copy upon the railway company at interest, calling upon it to show cause, if any it can, why the petition should not be granted, as in this way, cases are often satisfactorily disposed of without the necessity of petitioners being put to the expense of coming to Atlanta to attend a formal hearing before the Commission. If the defendant company, in its response, declines to admit the reasonableness of petitioners' request and to provide the desired facilities, or if said company, within a reasonable time, fails to make response, the petition is set down for formal hearing and all parties at interest so notified. If, at the hearing, no satisfactory agreement is reached and the petitioners and railroad company are disagreed as to the main points of contention, the Commission requests the Committee of the Board on Depots and Sidetracks to visit the point at which facilities are desired for the purpose of making a personal inspection of the necessities therefor.

If, upon consideration of the evidence and arguments submitted at the hearing, and upon consideration of the report of the Committee of the Board, when such report is made, the Commission is of the opinion that the petition should be granted, an order is issued, in case of depots, requiring the defendant company to file blue print of plans for such improvements as will meet the demands of the traveling and shipping public at the point at interest, the usual time allowed by the Commission for filing blue prints being 15 days from date of the order. If upon receipt of the blue print, the Commission, upon consideration thereof, is of the opinion that the same contemplates adequate and comfortable accommodations, blue print is approved and the railroad company ordered to construct depot in accordance therewith. The usual time within which depots shall be constructed and opened for the use of the public being ninety days from the date of the order.

In case of side-tracks, where the Commission is of the opinion, after due investigation, that the track should be constructed, an order is issued requiring that same be put in upon the usual terms upon which the railroad company, at interest, constructs and maintains side-tracks, the time allowed for the construction of side-tracks depending upon the conditions surrounding each case, as to the length of the track to be constructed, amount of work necessary in grading and other conditions peculiar to each case.

As will be seen, by reference to the statement of formal complaints and petitions filed with the Commission since its last annual report, or since June 16th, 1908, the Commission has been called upon to consider a large number of petitions for side-tracks and depots.

RATE OR TARIFF DEPARTMENT.

Effective March 1st, of the present year, the Commission appointed a rate expert as provided for by the Act of 1907. Since that date, in addition to the work heretofore kept up, the Commission has been endeavoring to complete a file of tariffs. It is the purpose of the Commission to build as complete a tariff file as is necessary for furnishing to any shipper interested in movements into and out of Georgia any information that might be desired.

Prior to the filling of this new position it was impracticable to keep up even an incomplete file of tariffs, as no one in the office of the Commission, familiar with this line of work, had time to devote to it. We consider this branch of the Commission's work one of the most important in all of its duties. To be able to furnish the citizens of this State with information as to rates, both between points in Georgia and from and to interstate points, promptly upon request therefor, and to give such inquirers reliable information—such as they can act upon with assurance of correctness,—is one of the most important services that can be rendered to the shipping and traveling public, especially so since the question of transportation charges has come to be such an important item in the conduct of every business. So, as has been stated, it is the desire and the purpose of the Commission, to spare no time and work in building up this department of the office to that point where it will be of great demand, and

prove an invaluable convenience and assistance to the shippers of this State. The office has always been called upon for information as to current rates, classifications, rules, etc., but since the creation of this new office, inquiries of this kind have very largely increased.

The duties of the Rate Expert, however, are by no means confined to the questions of rate quotations and furnishing information upon request, but he is required to serve the Commission not only in matters of rates, classifications and the like, but in any other matters wherein his services may be required by the Commission. He is required to attend all hearings involving rates, either of railroads, or other corporations subject to the control of the Commission, and to furnish assistance upon the consideration and determination of any, and all questions coming before the Commission, where his services are required.

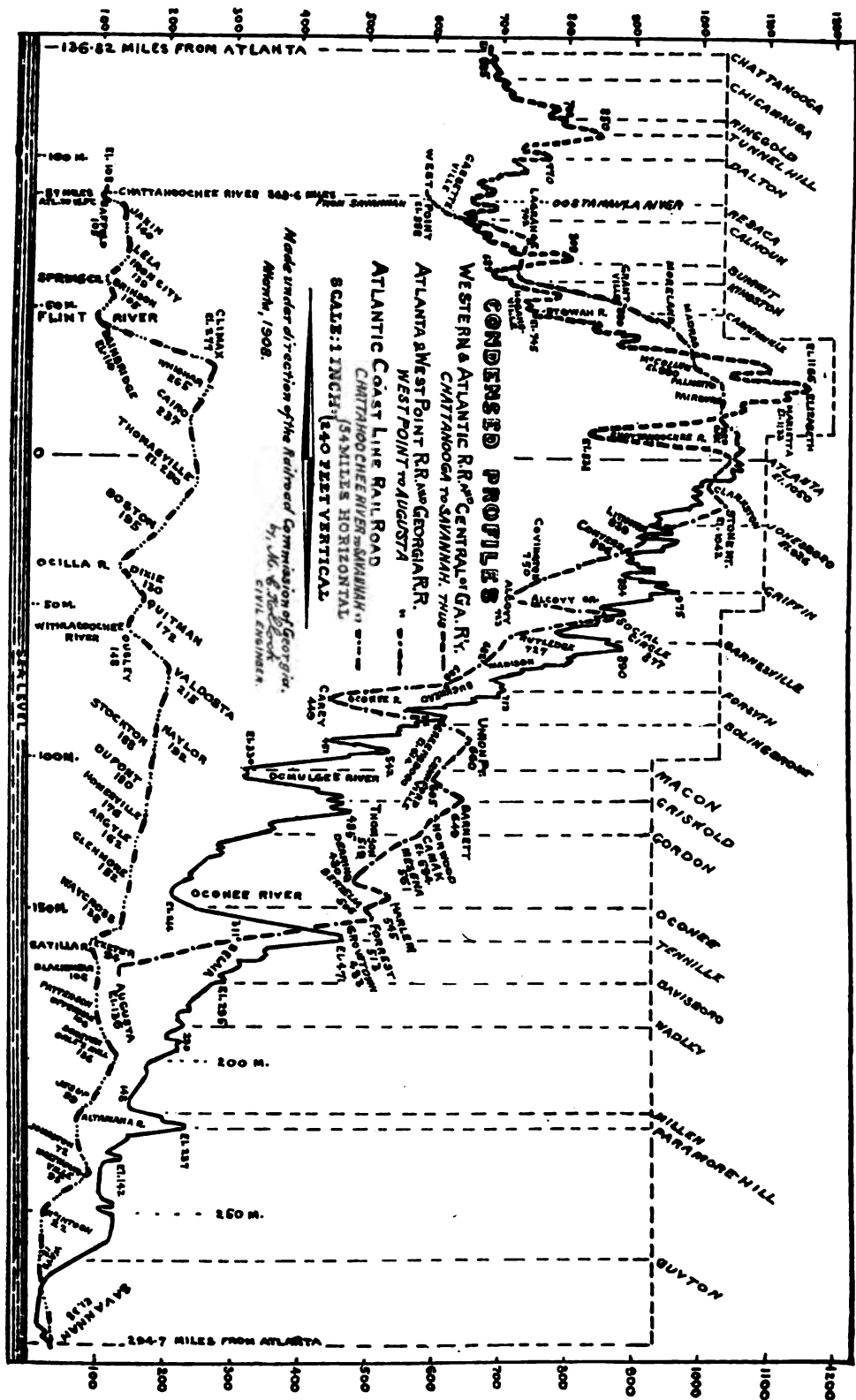
When it is considered that every railroad company is required to publish and post at each of its agencies a schedule of rates applying therefrom, and that fifty odd railway companies in Georgia, without reference to the great number engaged in interstate business not operating in Georgia, but which handle Georgia business and in which Georgia shippers are interested, are daily making changes in their tariffs by issuing supplements thereto, an idea can be had as to the importance, and necessity if a tariff file is to be kept up to date, of having a man in charge of this work.

Since the powers of the Interstate Commerce Commission have been increased by Congress and that Commission has promulgated rules covering every feature of interstate transportation, it is absolutely necessary for the Commission to have some one in the office familiar with rates and rate matters to keep up with such questions, if the shippers of Georgia are to have access to accurate and full information of the kind, and able to secure same promptly whenever desired.

The Commission from time to time has occasion upon its own initiative to investigate rates to and from particular localities, and when complaints involving rates either of railroad companies or other corporations subject to the jurisdiction of the Commission are received, a detailed statement of all the facts in each case is desired by the Commission, and same could not be had without the services of some one familiar with that kind of work.

REPORT OF TRACK AND OTHER INSPECTIONS.

As long as the funds appropriated for the use of the Commission permitted it in so doing, the Board employed two practical railroad men, namely: Mr. M. C. Kollock, of Atlanta, Ga., and Mr. J. F. Lamb, of Thomasville, Ga., for the purpose of inspecting the various railroad properties in Georgia. Both of these men have had long experience in building railroads and in supervising the maintenance of tracks and roadways. Their duties as prescribed by the Commission were to make a thorough inspection of the various railway tracks, bridges, depots, cars and other equipment, and all other physical properties of the railway companies in Georgia, as well as the service furnished by said companies. The inspections were made under the direction of the Commission; and as information relative to particular subjects was desired from time to



time, special reports were required, as in the case of wrecks, or when cases were pending before the Commission in which a report on the physical properties involved would aid the board in an intelligent consideration thereof.

We present here a few of the inspectors' reports, which will show the character of information secured and the extent to which these investigations were made.

MACON DIVISION—GEORGIA RAILROAD.

The following report of Inspector Kollock, upon his inspection of the Macon Division of the Georgia Railroad, will serve as a sample of the reports required by the Commission:

ATLANTA, GA., November 14th, 1908.

HON. S. G. McLENDON, Chairman,
RAILROAD COMMISSION OF GEORGIA.

Dear Sir: Inspection of Macon Division of Georgia Railroad, Camak to Central Junction, near Macon, was made with Supervisor W. D. West. This branch of 74 miles length is laid with 65-pound relay rail from the main line of Georgia railroad. Waiting rooms at Camak in good order, as likewise the depot which is ample for business. Cars on the yard: 8 Georgia box cars loaded, 1 empty, 2 flats loaded, 1 empty, 1 coal loaded, 5 empty; 2 shanty cars out of service. Of foreign: 17 box cars loaded, 1 empty, 2 coal loaded and 5 empty.

Section 23. The first mile shows up very well with good ditching in the cuts. New ties delivered at 1.5. 2 bolts out and one broken plate, with 15 per cent. poor ties on 2nd mile. New ties delivered at 2.5 and 2.8 with 10 per cent. poor ties on 3rd mile. At Warrenton Station, white waiting room has one light broken in window sash, otherwise both rooms in nice order. On turnouts: 8 Georgia box cars loaded, 1 empty, 1 flat loaded, 1 empty; 1 cattle car loaded. Foreign: 8 box cars loaded, 1 empty and one flat loaded. Golden Creek trestle is in good condition. New ties delivered at 4.2. Ditches needed in cut at 4.4, but good ones at 4.9; new ties delivered here. Whetstone Creek trestle is newly made. New ties delivered at 5.7. Rock Comfort Creek trestle is good, except for 10 per cent. poor ties. New ties delivered at 8.5 mile. J. T. Anchors, foreman, address Warrenton, Ga., salary \$50.00; has 8 hands (av. 8) for 9 miles, from Camak to 9 mile post.

SECTION 24.—New ties delivered at 9.3 and ditches wanted at 9.5. Long Creek trestle at 9.9 is all right. Bolting has been very good on the last 7 miles, and but two out on the 10th mile. Ditches needed at 10.3 and good ones at 10.9. On 12th mile, 2 bolts out. At Ogeechee River, there is a very good trestle, and bridge on rock piers. Mayfield station at 12.6 mile has nice waiting rooms, a good depot which is ample. 1 Georgia box car, which is empty; two foreign empties and two loaded. Good drainage at 13.3. Thin ballast at 13.9, and two bolts out on the 14th mile. New ties delivered at 14.1. Howell's branch trestle only needs about 5 per cent. better guard rail. Fulsome Creek trestle recently overhauled. 1 bolt out on 16th mile. Good line and surface at 16.3, ditches wanted at 16.5 and good ones at 16.7 mile. 1 broken plate on 17th

mile. At Coleman flag station, 1 Georgia box car loaded. Good ditching at 18.2. D. F. Becham, foreman, address Mayfield, Ga., salary \$50.00, has 8 hands, (av. 8), for $9\frac{1}{2}$ miles from 9 to 18.5 M. P.

SECTION 25.—Culverton station has nice waiting rooms. Depot good and ample. 1 Georgia box and flat, both empty. 2 bolts out on 19th mile. Cut at 19.4 should be ditched. New ties delivered at 19.7. Bolting good on the 20th mile. Trestle at Pierce's branch has about 5 per cent. poor guard rail. At 21 M. P. cut would be better for some ditching. Granite Hill flag station: only one car on turnout, an empty Georgia flat. One bolt out on 22nd mile. Trestle at two mile branch has about 10 per cent. poor guard rail and ties. 1 bolt out and one broken plate on 23d mile. Sparta has a good and ample depot, with waiting rooms all right. 3 Georgia box cars loaded and 2 empties. 3 foreign loaded and 1 flat. Cut at 24.3 wants to be ditched. Turnout near 25th milepost has one foreign loaded box car; one bolt out on 25th mile. Ballast used on this road is a good grade of coarse gravel, which is excellent for this purpose. Some ditching would help the cut at 25.1. A fine wide bank at 26.0, and good ditching at 26.2, but narrow bank at 26.6, and ditching wanted at 26.7. Another narrow bank at 27.3. Geo. Stapleton, foreman, address Sparta, Ga., salary \$50.00; has 8 hands (av. 8), for 9 miles, from 18.5 to 27.5 mile.

SECTION 26.—Cut needs ditching at 27.7. Glen Ford flag station has 1 loaded Georgia box car on turnout. 2 broken plates on 28th mile. Some ditching to be done at 28.2. New ties delivered at 28.6 and 28.9. Ditching wanted at 29.7. At Devereux Station the depot could be improved by paint, but waiting-rooms in good order. 4 Georgia box cars loaded and 1 foreign. Also 1 foreign flat loaded. Good ditching at 32.5, but some wanted at 32.8, to connect with those at 33 M. P. New ties delivered at 33.2. Track in very fair line and surface for several miles. Some ditching would help cuts at 33.3 and 33.6. Peevy Creek trestle in good condition. Carrs Station has nice waiting-rooms, good and ample depot. 1 Georgia box car loaded on turnout. Bolting for the last ten miles very good. The big clay cut at 36.2 is quite long and has given much trouble, but they have it well cleaned and ditched now. 2 bolts out and one half splice on 37th mile. J. L. Pounds, foreman, address Devereux, Ga., salary \$50.00, has 8 hands (av. 8) for $9\frac{1}{2}$ miles from 27.5 to 37 mile post.

SECTION 27.—New ties delivered at 37.3. Bolting very poor on the 38th mile, being some 34 missing (2 to the joint at times) and two joints with half splices. Supervisor West promised to have this attended to at once. Ditching required at 38.4. On ~~spur~~ track at 39th mile post, 1 Georgia box car loaded, and 1 foreign empty. 18 bolts out and two half splices on 39th mile, with 15 per cent. poor ties. Rocky Creek trestle ~~shows~~ about 25 per cent. poor ties, and guard rail, but timbers good. Ditches wanted at 39.8 mile. 1 bolt out and one-half splice on 40th mile. Ditching required in cuts at 40.3 and 41.2 miles. From 42nd M. P. a new 65-lb. rail is laid, 1 bolt out on 43rd mile. Oconee river bridge at 43 M. P., on stone piers and abutment. Cokers Creek trestle at 43.8 is in good condition. But 1 bolt out on 44th mile. Some ditching needed at 44.5. Milledgeville at 45.3 has good and ample depot. 1 light broken

from window sashes in both white and colored waiting-rooms. Foreign box cars loaded, 16 coal cars, 1 loaded and 1 empty. Georgia box loaded; 4 coal and 1 flat. Grade crossing, Central of Georgia Railway, at 46.1 mile has 5 missing bolts. E. G. Beck, foreman, address Milledgeville, Ga. No. 706 N. Wilkerson St., salary \$50.00, has 8 hands (av. 8), for $9\frac{1}{4}$ miles from 37th M. P. to $46\frac{1}{4}$.

SECTION 28.—New ties delivered at 46.5 miles. 1 bolt out and 1 broken splice on 47th mile. Some ditching to do 47.1. The State Farm station at 47.8 has but one waiting-room, quite large, with one light broken in window sash, as also one in the office. Depot in good condition, the weather-boarding being tinned over and painted. The State runs this station. Want ditches at 48.0 and 48.5. Little Fishing Creek at 49 M. P. has a good trestle. Some ditching would help at 49.3 like the good ones at 49.4 and 49.6. One broken plate on 50th mile. At 50.2 mile we come again on the old 65-lb. rail. Big Fishing creek has bridge and trestle, the latter about 5 per cent. poor guard rail. Ditching should be done at 51.4 and 51.8. Trestle at 52.5 shows two track bolts missing. Another trestle at 53.2 is in good condition. Cut needs ditching at 53.5 and trestle all right at 53.9 mile. Brown's station at 54 M. P. has a new depot building, ample for business, with waiting-rooms in nice order. 1 bolt out and three half splices on 54th mile. Ditching well done at 54.1, but some needed at 55.4 mile. W. H. Jackson, foreman, address Brown's, Ga., salary \$50.00, has 6 hands (av. 6), for $9\frac{1}{4}$ miles from $46\frac{1}{4}$ to $55\frac{1}{2}$ mile.

SECTION 29.—Ditches badly wanted in cut at 55.6 and 1 bolt out on 56th mile. Ditching required also at 56.4, with 5 bolts missing and 1 loose on the 57th mile. Trestle over road crossing is good, as also that at 57.1. Davenport Creek 3 bolts out on 58th mile. Haddocks Station has good, ample depot and waiting-rooms well kept. 7 Georgia box cars and two coal loaded, as also two foreign box, loaded. Line and surface should be better at 52.8, good ditching at 58.9. New plates and bolts have been put on joints at various places. "Commissioner's" Creek trestle at 60.5 in good condition. Some ditching called for at 60.8. Wolfe Creek trestle and bridge at 61.8 are all right. Cut would be better for ditching at 62.3 mile. 1 half splice on 63rd mile. New ties have been delivered at 63.0, 63.1 and 63.3 mile. "James Station" has good and ample depot. Colored waiting-room would look better by sweeping and putting new lights in window sash. 2 foreign box cars loaded, and 1 empty. Cut needs ditches at 64.3, surface and line good. Thos. Whitten, foreman, address Haddocks, Ga., salary \$50.00, has 8 hands (av. 7), for $9\frac{1}{4}$ miles from $55\frac{1}{2}$ to $64\frac{1}{4}$ mile.

SECTION 30.—6 bolts missing on 65th mile, good ditches at 65.8, and 5 bolts out on 66th mile. Good ditching again at 66.3; line and surface needs attention at 66.7. On 67th mile, 1 broken angle plate, and 2 bolts out on 68th. Cut should be ditched at 68.7, and two bolts missing on 69th mile. Bank well widened at 69.3. Ditches wanted at 69.6 and 70.5 mile, with 2 bolts out on 71st. Good ditches at 71.5, but needed at 71.7 and 71.9. Overhead crossing, Central of Georgia Railway, about 72.4, good ditching at 73.5, and new ties delivered at 73.6. W. M. Simmerson, foreman, address Robertsville, Ga., salary

\$50.00, has 8 hands (av. 8) for $9\frac{1}{4}$ miles from 64 $\frac{1}{4}$ to 74 M. P. About 74.5 this branch connects with Central of Georgia Railway, and uses track about four miles into Macon. All freight is transferred to them. No flagmen on passenger trains, as the baggagemen act when necessary. With full gangs, new ties well distributed, and generally good roadbed, this branch will probably be kept in fine condition.

Yours truly,

M. C. KOLLOCK, Inspector.

The following report covers the second inspection of the Columbus Division of the Southern Railway Company, made by Inspector Kollock, from which it will be noted that a great improvement, over the condition of said line when first inspected, had been made:

ATLANTA, GA., October 24th, 1908.

HON. S. G. McLENDON, Chairman,
RAILROAD COMMISSION OF GEORGIA,
Atlanta, Ga.

Dear Sir: Second inspection, Columbus Division Southern Railway (Georgia Midland and Gulf) has just been made between Columbus and McDonough. Columbus Union Depot in good condition. Upper freight house and office small and need paint. Lower freight house ample and in fair condition. Not many cars on the yard. From the 98th mile post, Columbus, with Roadmaster J. M. Horton, on section gang lever car and at times on foot. The crossing of the Columbus street railway has been much improved, and is now in fair condition. On the 96th mile, some 10 per cent. new ties would be of benefit and at 94.8 line and surface should be better. 10 bolts out and two loose on the 95th mile (to 94 mile post). Nut lock would help to tighten these bolts and make better joints. J. J. McClung, foreman, address Columbus, Ga.; salary \$55.00, has 6 hands (av. 4) for three miles of main line and yard. This section is "12 A" ends at 94 M. P.

SECTION 12.—Trestle at 93.2 has new deck, (bridge ties and guard rail). Timbers also good. Poor ties on this mile. Aver. 15 per cent., as likewise on the 93rd mile, with 8 bolts out and 1 loose. Gentian is a flag station near 92 M. P. On 92nd mile 2 bolts out and 20 per cent. poor ties. Trestle has same poor guard rail as in November last (aver. about 40 per cent. poor). Trestle at 90.8 has 40 per cent. poor ties and guard rail; timbers 10 per cent. off. Cuts have been well ditched and much improved. 3 bolts out and 1 loose on 91st mile, with 1 loose on 90th. Flat Rock branch trestle needs 50 per cent. better ties and guard rail. The new timber reported as delivered on 1st inspection has not been put in, but Roadmaster hopes to have bridge gang there in two weeks. Good gravel ballast used at 88.4. Frog old and worn at 88.2. One bolt out on this mile instead of 24 as formerly reported. Flat Rock is a flag station at 87.7. At 87.2, trestle about 30 feet long has 20 per cent. guard rail and ties. 1 bolt out and 3 loose on 88th mile. Line and surface should be better at 86.8. To 86.5 mile the rail used is 56 lb., where the change is made to 75 lb., Carne-

gie 1895. This is the end of Section 12. L. J. Leats, foreman; address, Gentian, Ga.; salary \$45.00; has 4 hands (av. 3, but last year had 4) for $7\frac{1}{2}$ miles.

SECTION No. 11.—Bull Creek trestle at 86.4 has new ties, but needs 20 per cent. better guard rail. On this mile 25 per cent. poor ties, and 40 bolts out, only two to the joint in many places. This is on the relay rail from Macon Division which requires new bolts, as the old ones are often unfit to be used. The new ones arrived about two weeks ago, and will be put in at once. At 85.9 the long trestle has good deck. A few new ties distributed at 85.6; 2 bolts out and 3 loose on 86 mile and 25 per cent. poor ties. Section gang bedding new ties. At Midland Station, colored waiting-room needs sweeping. Depot building in good repair. 1 foreign coal car empty. New ties delivered. 7 bolts out on this mile, with 15 out and 3 loose on 84th. Line and surface needed at 83.5. 5 bolts out and 2 loose on 83rd. On 82nd some 263 bolts out, only two to the points, and same on 81st and 80th. These new bolts ordered three months ago and only lately arrived. Mem.: In November, 1907, this 75-lb. rail was laid 2.2 miles and since then 5.8 has been added, making 8 miles. At Ellerslie Station colored waiting-room has 1 broken light in window sash. The depot building is well painted and ample for the business. 1 foreign empty box car at station. At 79.3 bolts in for about $\frac{1}{4}$ of a mile. Section ends at 79.0 M. P. T. A. Grant, foreman; address Midland, Ga.; salary \$45.00; has 4 hands (av. 3), for $7\frac{1}{2}$ miles.

SECTION 10.—At 78.5 mile the 75-lb. rail ends, and we find the 56-lb. again used. At 78.4 trestle has new ties and guard-rail. 2 bolts out on 78th mile, and trestle good at 77.5 mile. 3 bolts out on 76th mile. At Waverly Hall, waiting-room in nice order; depot well painted and ample, with grounds nicely cleaned. 3 foreign cars loaded on turnout. Trestle at Mulberry Creek almost new. 15 per cent. poor ties on 73rd mile, 3 bolts and 1 loose. Trestle at 71.5 is in good condition. J. D. Wallace, foreman, address Waverly Hall. Salary \$45.00, has 3 hands (av. $2\frac{1}{2}$, same last year) for $7\frac{1}{2}$ miles. Roadmaster Horton returned to Columbus.

SECTION 9.—On 72nd mile some poor ties, average about 15 per cent. with 3 bolts out and 3 loose. Trestles at 70.9, 70.7, 70.6 and 70.2 are good, the last two being on piles. 20 per cent. poor ties, 9 bolts out and 3 loose on 71st mile. Curves need more elevation on this mile. At Oak Mountain Station, the waiting-rooms are very dirty on account of not being used at this season of the year, and no agent is there. Building needs paint. 9 bolts out and 3 loose on the 71st mile. Another crossing of Mulberry Creek is at 69.7, having iron girder span on rock abutments. Short trestle at 69.3 and girder span crossing of Mulberry Creek again. 8 bolts out and 1 loose on 70th mile. Trestle at 68.9 and 68.6 in good order, as also those at 68.4 and 68.2. 8 bolts out and 2 loose on 69th mile. Some poor ties on 68th mile. 13 bolts out (8 near small trestle) and 1 loose. Two small trestles at 67.7 and 67.2 in good condition, as also at 66.9 and 66.7 on piles. Surfacing needed at 66.2. Mulberry Creek trestle all right at 66.1. Poor line and surface at 66 mile post with 7 bolts out on the mile. 2 bolts out and two loose to the 65th mile post. At Shiloh

station colored waiting-room dirty, building does not need painting and appears to be ample for the business. 2 foreign box cars empty and 1 coal car. 1 Southern box loaded, 7 bolts out and two loose. D. A. Grant, foreman; address Shiloh, Ga.; salary \$50.00; has 4 hands (av. $2\frac{1}{2}$) for $7\frac{1}{2}$ miles.

SECTION 8.—14 bolts out and two loose on 63d mile. New ties and guard rail on trestle 61.8, cuts at 61.7 and 61.3 need ditches. 15 per cent. poor ties, 2 bolts out and one loose to 61st M. P. Tunnel on 61st mile 350 feet long is all right. 30 per cent. guard rail needed on the trestle at 60.4 with 5 bolts out and one loose on the mile. New ties delivered at 59.9. 30 per cent. poor guard rail on trestle at 59.3 and 3 bolts out to 59th M. P. Very poor guard rail on trestle at 57.2, only about 25 per cent. is good. 10 per cent. poor ties to 57th mile. Cut needs ditching at 56.5 mile. B. H. Mills, foreman, address Shiloh, Ga.; salary \$45.00; has three hands (av. $2\frac{1}{2}$) for 8 miles.

SECTION 7.—Poor line and surface at 56.3. Supervisor Smith with me balance of trip. At Warm Springs Station waiting-rooms nice and clean, depot well painted and ample. Bank at 54.2 should be widened. 15 per cent. poor ties to 54th M. P. Coal Creek trestle needs better guard rails and ties. 3 bolts out on this mile. Trestle at 52.8 has new timber delivered. Good trestle at 51.9. Raleigh Station building in good condition. Three foreign box cars loaded on turnout. Cut should be ditched at 51.8; good trestle at 51.1 and 4 bolts out to 51st M. P. Cane Creek pile trestle needs 10 per cent. better guard rail, and same for that at 50.5. But two bolts out to 50 M. P. Trestle all right at 49.2, and no missing bolts on this mile, but 6 out to 48 M. P. D. T. E. Gilmore, foreman; address, Warm Springs; salary \$45.00; has 6 hands (av. 4) for 8 miles.

SECTION 6.—Guard rail and ties on trestle 47.8, about 30 per cent. poor, and line and surface should be better. M. & B. railroad crossing needs two bolts. 6 bolts out to 4.7 M. P. At Woodbury Station, depot needs painting. Colored waiting-room 3 lights in window sashes broken. 2 foreign box cars loaded. 3 empty, as likewise 2 coal cars. A. B. & A. crossing is new. Line and surface bad at 46.6 and 9 bolts out to 46th M. P., 3 bolts missing to 45 M. P.; and 7 out to 44 M. P. Flint river iron bridge on stone piers. The trestle approaches have 20 per cent. poor guard rail and ties. Small trestle at 43.1 all right; 30 per cent. poor ties on this mile. At 42.5 and 42.2 we note good trestles, 5 bolts out to 42d M. P. Molena Station, colored waiting-room is dirty and has two broken lights in the window sashes. Paint would improve. 1 foreign box car empty and 4 loaded, 3 bolts missing to the 41st and same to 40th M. P.'s. J. F. Key, foreman, address Molena, Ga.; salary \$45.00; has 4 hands, (av. 3) for 8 miles.

SECTION 5.—10 per cent. poor ties, 3 bolts out and one loose to 39th M. P. At Neal Station waiting-room in good condition as also depot building which is ample. 1 foreign box car loaded at Station, 4 bolts out on 38th, and same on 37th with some poor ties; 2 bolts out to 38th M. P. At Concord, good waiting-rooms and depot building. 6 foreign box cars loaded and 1 empty. 5 bolts out to 33d M. P. and same number to 32d. J. M. Henderson, foreman; address Concord, Ga.; salary \$45.00; has two hands (av. $2\frac{1}{2}$) for 3 miles.

SECTION 4.—3 bolts out to 31st M. P. At Jolly Station no waiting-rooms. 4 bolts out and 1 loose to 30th. 1 to 29th and 3 to 28th. Cut needs ditching at 27.8 mile; 8 bolts missing and 1 loose to 27th M. P. Crossing of E. T. V. & Ga. R. R. at Williamson is fairly good. Waiting-rooms in nice condition and station building well painted, is ample. 4 foreign box cars loaded, 1 flat and 1 coal; 2 bolts out and one loose to the 26th M. P. and same to 25th. Few new ties distributed at 24.3; 10 per cent. poor ones in roadbed and 2 bolts out to the 24th M. P. D. T. Whaley, foreman, address Williamson, salary \$45.00; has 3 hands (av. 3) for 8 miles.

SECTION 3.—On 24th, 6 bolts out; 6 on 23d and one loose. Central of Georgia Railway Crossings are fairly good. Union Depot at Griffin in good order, maintained by Central of Georgia Railway. 1 bolt out on 18th, 3 on 17th mile. J. W. Leats, foreman; address Griffin, Ga.; salary \$50.00, has 3 hands (av. 3) for 8 miles.

SECTION 2.—15th per cent. poor ties on 16th mile; some ditching being done at 14.9 mile. Change from 56-lb. rail to 65-lb. at 14 M. P. Trestles at 12.9 and 12.1 in good condition. Cut needs ditching at 11.8. Frame trestle, pile foundation at 11.3, has poor guard rail about 10 per cent. Towalga Creek, 60 feet span, 5 feet plate girders on stone piers, at 9.7 mile. Some poor ties and narrow bank at 9.4. Thin ballast at 9 M. P. Cut needs ditching at 8.6 mile and 2 bolts out to 8 M. P. A. Roan, foreman, address Experiment Station; salary \$45.00; has 3 hands (av. 3) for 8 miles.

SECTION 1.—Ditches needed in cut at 7.8 miles. Trestle at 7.4 in good order. No notes made beyond this point on account of dark, but on 1st inspection this section No. 1 showed up in good condition and same foreman is in charge. R. R. Roan, foreman, address Greenwood, Ga.; salary \$45.00; has 3 hands (av. 3) for 8 miles.

MEMO.—Passenger trains are to carry flagmen, but no train porter.

M. C. KOLLOCK, Inspector.

The following report of Inspector Lamb covers the lines of the Seaboard Air Line Railway from Cordele, Ga., to Savannah, Ga.:

THOMASVILLE, GA., December 12, 1908.

HON. S. G. McLENDON,
CHAIRMAN RAILROAD COMMISSION,
ATLANTA, GA.

Dear Sir: I beg to submit to you the following report of inspection of the S. A. L. Ry., from Cordele to Savannah, a distance of 150 miles. I have cranked and walked over this piece of road, and made a very careful inspection. I find that a great deal of work has been done on this track in the way of putting in cross-ties, surfacing, lining and ditching, and I consider the track in a safe, good physical condition.

The bridges are good. They have taken out a great many wooded culverts and put in iron pipes in place of them. The joints are full bolted and tight, and no broken angle bars.

The track from Meldrim to Savannah has been surfaced with clinkers. The balance of the track is principally put up on dirt.

The track is laid with 60-lb. rail 82 miles, 63½-lb rail 49 miles, 70-lb. rail 14 miles.

The waiting-rooms at stations as a rule are very filthy, and in some of these waiting-rooms I find baggage and express piled away. The white waiting-room at Grovedale had a large coop of chickens stored in it and supposed to be express. Scarcely any of the depots are supplied with water closets. I will mention some of them, Claxton, Lyons, Daisy, Grovedale, Ellabelle and Meldrim.

I have examined the passenger trains on this line of road and I see no room for criticism as to the comfort of them. All the crews pay close attention to their work and have the number of trainmen on the cars required.

LOCATION OF CARS.

- S. A. L. 13414, empty at Gibbs Spur.
- G. S. & F. 2280, empty at Gibbs Spur.
- S. A. L. 11,131, loaded Listonia.
- S. A. L. 55,340, loaded at Listonia.
- S. A. L. 7,925, 55,529, loaded at Gibbs.
- S. A. L. 44,591, empty at Listonia.
- S. A. L. 10,243, 1,583, 10,477, 43,325, loaded at Seville.
- S. A. L. 136,057, loaded at 180 mile post.
- S. A. L. 15,711, empty at 180 mile post.
- S. A. L. 18,623, C7S, 11,369, M. & O. N. 18,764, loaded at Pitts.
- L. & N. 93,407, C. N. O. & T. P. 14,694; I. C. 22,686, loaded Rochelle.
- B. & O. 73,895, L. at Kramer.
- A. C. L. 32,956, S. A. L. 2,247, loaded at Abbeville.
- L. & N. 92,220, S. A. L. 18,098, S. A. L. 2,536, S. A. L. 13,769, loaded at Abbeville.
- St. L. & P. P. 120,139, A. C. L. 2031, S. A. L. 25,898, L. S. A. L. 13,410, E. A. B. & A. 20,950, E. G. S. 2,195 loaded, Southern 37,074 loaded, Wabash 2,162 loaded, S. A. L. 13,591 loaded at Helena.
- G. S. & F. 6,569, loaded at Erick.
- S. A. L. 17,223, empty at Alamo.
- G. S. & F. 2,703, loaded at Stucky, Southern 34,450 loaded, G. S. & F. 3,258 I. C. 18,492, loaded at Glenwood.
- S. A. L. 49,390, S. A. L. 43,389, S. A. L. 49,452, S. A. L. 49,366, S. A. L. 45,105; at Ocmulgee Camp, cars R. & D. 31,636, A. B. & A. 6,149, L. & N. 45,123, loaded, Southern 13,495 empty at Vidalia.
- N. C. & St. L. 11,375 empty, S. A. L. 18,635, loaded, G. S. & F. 4,549 loaded, Georgia 5,048 loaded, N. C. & St. L. 11,212 loaded at Lyons.
- S. A. L. 17,599, loaded, at Ohoopce, S. A. L. 1,470, empty, at Reaker.
- S. A. L. 18,077, loaded at Penbrook.
- L. & N. 95,574, loaded, S. A. L. 6,237, loaded at 280 mile post.

C. & S. 22,101, S. A. L. 15,030, loaded at Lanier.
 Georgia, 6,166 loaded at Ellabelle.
 S. A. L. 28,245 loaded, 26,255 loaded, 15,646 loaded, 13,119 loaded, C. of Ga. 9,378, C. of Ga. 1,022 at Stepson Spur.
 S. A. L. 14,104, S. A. L. 14,113, S. A. L. 42,026 loaded, at Cuyler.
 G. S. & F. 4,778. loaded, at Meldrim; S. A. L. 121,067, loaded, S. A. L. 121,648 loaded at Ottawa.
 S. A. L. 5,079, S. A. L. 25,209, loaded at Williams.

LOCATION AND PAY OF SECTION GANGS.

Section 23, 8 miles, foreman J. B. Quarterbaum, Cordele, \$50.00; laborers 5, 90c per day.

Section 24, 9 miles, foreman T. Mimick, Seville, \$46.00; laborers, at 90c per day.

Section 25, 9 miles, foreman G. W. Lovett, Rochelle, \$46.00; laborers 4, at 90c per day.

Section 26, 7 miles, foreman G. W. Morris, Abbeville, \$46.00; laborers 5, 90c per day.

Section 27, 9 miles, foreman J. L. Miller, Pyne, \$46.00; laborers 4, 90c per day.

Section 28, 8 miles, foreman C. L. Jamerson, Mallory, \$46.00; laborers 4, 90c per day.

Section 29, 7 miles, foreman G. W. Hightower, Helena, \$46.00; laborers 4, 90c per day.

Section 30, 8 miles, foreman C. G. Waters, Erick, \$46.00; laborers 5, 90c per day.

Section 31, 8 miles, C. B. Blizzard, Alamo, \$46.00; laborers 5, 90c per day.

Section 32, 8 miles, foreman H. R. Freeman, Glenwood, \$46.00; laborers 5, 90c per day.

Section 33, 8 miles, foreman E. Legott, Higgston, \$46.00; laborers 5, 90c per day.

Section 34, 8 miles, foreman M. C. Sutton, Vidalia, \$46.00; laborers 5, 90c per day.

Section 35, 8 miles, foreman J. A. Browning, Thorpe, \$46.00; laborers 5, 90c per day.

Section 36, 8 miles, foreman J. J. Lynn, Collins, \$46.00; laborers 5, 90c per day.

Section 37, 8 miles, foreman J. L. Lynn, Bellville, \$46.00; laborers 5, 90c per day.

Section 38, 8 miles, foreman N. P. Gizmelalt, Daisy, \$46.00; laborers 5, 90c per day.

Section 39, 9 miles, foreman L. G. Manly, Grovedale, \$46.00; laborers 5, 90c per day.

Section 40, 8 miles, foreman J. H. Persell, Pembroke, \$46.00; laborers 5, at 90c per day.

Section 41, foreman E. J. Persell, Ellabelle, \$46.00; laborers 5, 90c per day.

Section 42, 8 miles, foreman G. R. Baker, Meldrim, \$46.00; laborers 5, 90c per day.

Section 43, 8 miles, foreman J. F. Harn, Savannah, \$46.00; laborers 5, 90c per day.

Section 17½, Savannah yard, C. W. Barber and L. H. Fain, \$65.00 and \$50.00; laborers 25, at \$1.00 per day.

Section 77½, Savannah yard, C. Overstreet, Savannah, \$65.00; laborers 12, \$1.00 per day.

Bridge Gang, No. 2, W. J. Jones \$75.00, at Glenwood, Ga.; laborers 1, at \$2.25, 3 at \$1.40, 4 at \$1.15, 1 at 75c.

Extra Gang No. 1, foreman D. C. Vaughn, \$65.00, Bellville; laborers 30, at \$1.00 per day.

Respectfully submitted,

J. F. LAMB, Inspector.

The following report of Inspector Lamb covers the line of the Atlantic Coast Line Railroad from Thomasville to Waycross, Waycross to Folkston, and from Folkston to Jesup, Ga. In the economy of space the tabulated statement as to the number and pay of section gangs and number of cars at stations, etc., is omitted from this report, but such information is filed with every inspection report:

THOMASVILLE, GA., December 9, 1909.

HON. S. G. McLENDON,
CHAIRMAN RAILROAD COMMISSION, .
ATLANTA, GA.

Dear Sir: I beg to submit to you the following report of inspection of the A. C. L. Ry., from Thomasville to Waycross, Waycross to Folkston, and from Folkston to Jesup.

I will state that the physical condition of this road is very good. There has been quite an improvement made in the surface and line. They have put a great many cross-ties, which make the track perfectly safe. All joints are full, bolts and seam tight. And there has been more improvement made in their ditching and road-bed than has been done in several years; in fact, there has been more work done the last twelve months than they have done before in two years altogether.

The depots are all in good condition, waiting-rooms very well kept. The weighing scales are in good order. Therefore I see no room for criticism on the general condition of this part of the road.

I find on this piece of road about 200,000 cross-ties in piles along the side of the road. Some of these ties have been cut at least two years. And of course the ties at the bottom of these piles are decaying.

Yours very truly,

J. F. LAMB, Inspector.

The following report of Inspector Lamb covers re-inspection of the line of the Southern Railway between Macon and Jesup, Georgia, from which it will be noted that much improvement had been made on said line since the first report of inspection:

THOMASVILLE, GA., November 28, 1908.

HON. S. G. McLENDON,
CHAIRMAN OF RAILROAD COMMISSION,
ATLANTA, GA.

Dear Sir: I beg to submit to you the report of inspection of the Southern Railway from Macon to Jesup, a distance of 141 miles.

The physical conditions of this track are very good. A great deal of improvement has been made on the track in the last twelve months. There are no missing bolts in the joints and the cross-ties are generally very good. There has been a great deal of improvement made on the road-bed, especially in the ditches and cuts. The banks have been strengthened and all ditches well cleaned. The bridges are in good condition, and I see no room for criticism on this piece of road, except the water-closets.

The station at Eastman, which is at a junction point with the Wrightsville and Tennille Ry. has no water-closet, and makes it very bad for the public.

These roads should be required to put up water-closets for the convenience of the public.

There are no water closets at Chauncey, Pinegrove, Baxley, and the closet at Lumber City is in very bad condition, really not fit for the public to use. Also no closets at Helena junction point with the Southern and S. A. L. Ry.

LOCATION OF SECTION GANGS.

Section 44.—J. J. Moore, foreman, Macon, Ga., 2 miles Macon yard, \$58.00; laborers 6, rate 90c per day.

Section 45.—J. C. Growder, Macon, yard 2 miles, \$50.00; laborers 6, 90c per day.

Section 46.—W. A. Nicholson, Macon, Ga., 7 miles, \$50.00; laborers 3, 90c per day.

Section 47.—L. F. Joiner, Bullard, Ga., 7 miles, \$45.00; laborers 4, 90c per day.

Section 48.—L. P. McCarther, 6 miles, \$45.00, Adams Park; laborers 3, 90c per day.

Section 49.—R. W. Edwards, West Lake, 6 miles, \$45.00; laborers 3, 90c per day.

Section 50.—V. L. Jenkins, foreman, 6 miles, \$45.00; laborers 3, 90c per day.

Section 51.—W. A. Marchman, Cochran, Ga., 7 miles, \$45.00; laborers 3, 90c per day.

Section 52.—J. L. Conoly, Empire, Ga., 7 miles, \$50.00; laborers 4, 90c per day.

Section 53.—R. D. Higgins, Gresston, Ga., 7 miles, \$45.00; laborers 3, 90c per day.

Section 54.—H. J. Strickland, Eastman, Ga., 7 miles, \$50.00; laborers 3, 90c per day.

Section 55.—B. M. Cook, Chauncey, Ga., 7 miles, \$45.00; laborers 3, 90c per day.

Section 56.—E. D. Thompson, Helena, Ga., 7 miles, \$45.00; laborers 3, 90c per day.

Section 57.—J. J. Harper, Scotland, Ga., 7 miles, \$45.00; laborers 3, 90c per day.

Section 58.—A. B. Rainwater, Towns, Ga., 7 miles, \$50.00; laborers 2, 90c per day.

Section 59.—J. F. Singletary, Lumber City, 7 miles, \$50.00; laborers 3, rate 90c per day.

Section 60.—H. D. Whitting, Hazlehurst, 7 miles, \$45.00; laborers 3, 90c per day.

Section 61.—A. L. Brown, Graham, Ga., 7 miles, \$45.00; laborers 3, 90c per day.

Section 62.—H. J. Pace, Baxley, Ga., 7 miles, \$50.00; laborers 3, 90c per day.

Section 63.—Walter Tyre, Baxley, Ga., 7 miles, \$45.00; laborers 3, 90c per day.

Section 64.—D. I. Copeland, Surreney, Ga., 7 miles, \$45.00; laborers 3, 90c per day.

Section 65.—H. A. Crandle, Odum, Ga., 7 miles, \$45.00; laborers 2, 90c per day.

Section 66.—C. D. Lane, Odum, Ga., 7 miles, \$45.00; laborers 3, 90c per day.

Section 67.—J. R. Gunn, Jesup, Ga., 7 miles, \$45.00; laborers 3, 90c per day.

Bridge Gang 45, foreman J. H. Asken, Stockbridge, Ga., \$71.50; laborers 1, \$1.60, 2 at \$1.45, 2 at \$1.35, 3 at \$1.25, 1 at \$1.10, 1 at 85c, 1 at \$2.00, 1 at \$2.20.

LOCATION OF CARS AT STATIONS.

Southern, 13,401, 135,749, loaded at Phillips, Ga.

Southern, 4,071, 407,946, 28, 150, 322, camp cars at Odum, Ga.

Southern, 134,159, 35,885, loaded at Ettrick, Ga.

Southern, 14,566, 34,299, 135,990, N. Y. & St. L. 45,112, at West Lake.

Southern, 511,994, A. C. L. 3,861, A., B. & A. 100,045, C. of G. 10,309 loaded at Ansle, Ga.

Southern, 131,609, loaded at Colley, Ga.

Southern, 106,306, 105,108, 105,939, 66,979, loaded at Cochran, Ga.

Southern, 137,727, 30,902, 31,541, 16,456, empty at Cochran.

A. C. L. 29,421, A. & W. 22,722, S. A. L. 13,009, P. R. R. 91,694, Southern, 97,563, Southern 16,446, L. S. & M. S. 62,604, Southern 15,411, Southern 74,690, loaded at to be forwarded at Cochran, Ga.

M. & O. 18,672, Southern 70,599, Southern 74,492, Southern 96,952, Southern 76,666, C. N. O. & T. P. 18,819, C. N. O. & T. P. 18,254, loaded at Cochran received. W. & T. 352, loaded at Empire, Ga.

Southern 36,141, loaded at Dubois, Ga., Southern 85,308, empty at Dubois.

Southern 34,951, Southern 391, Southern 34,377, Southern 130,085, Southern 25,562, Southern 20,366, Southern 9,926, L. V. 61,760 loaded at Eastman, Ga.

Southern 37,024, Southern 48,070, Southern 14,083, loaded at Chauncey, Ga.

Southern 36,690, Southern 50,032, empty at Suomi, Ga.

M. & P. 828, S. A. L. 17,580, loaded at Achord, Ga.

Southern 13,294, Southern 51,636, 14,447, 67,860, empty at Achord.

Southern 50,107, 504,640, empty at Helena, Ga.

Southern 5,533, A. C. L. 15,187, Southern 8,127, Southern 17,262, 42,218 loaded at Helena, Ga.

Southern 13,695, 33,772, 137,284, loaded at Scotland, Ga.

Southern 131,855, Southern 15,254, empty at Scotland, Ga.
 Southern 36,587, Southern 26,359, loaded at Towns, Ga.
 29 cars on yard at Lumber City, 16 loaded, balance empty.
 18 cars in yard at Hazlehurst, 6 empty, and 12 loaded.
 5 empty cars at Graham, Ga.

The following report of Inspector Lamb covers re-inspection of the A., B. & A. R. R. between Thomasville and Oglethorpe, Ga.:

THOMASVILLE, GA., December 30, 1908.

HON. S. G. McLENDON,
 CHAIRMAN OF RAILROAD COMMISSION,
 ATLANTA, GA.

Dear Sir: I beg to submit to you the following report of inspection of the A., B. & A. Ry., from Thomasville to Oglethorpe.

I am pleased to say this track has been improved very much since my inspection last December, in all its conditions. The joints are all full bolted and tight. The surface and line is good. The cross-ties, I consider are passed an average in their condition. The bridges and culverts are very good.

In the last twelve months they have driven about 3,000 piling and renewed the tops of the trestles, which makes them good.

All the 50-lb. rail that was in the track between Thomasville and Fitzgerald has been removed and relaid with 60-lb. rail, which has made quite an improvement in the track.

They have made considerable improvements in their drainage, also strengthened their road-beds on the fills.

I have no criticism to make on this track, but think they should be congratulated on the improvements they have made in the past few months.

The ballast of this track is nothing more than the natural soil.

The depots are all in good condition except Cordele. This place is a junction point of several roads. The waiting-rooms are very filthy. The closets are in a terrible condition, both white and colored.

Yours very truly,

J. F. LAMB, Inspector.

The following report of Inspector Lamb covers re-inspection of the Atlantic Coast Line Railroad between Savannah and Waycross, Ga.:

THOMASVILLE, GA., November 14, 1908.

HON. S. G. McLENDON,
 CHAIRMAN OF RAILROAD COMMISSION,
 ATLANTA, GA.

Dear Sir: I beg to submit to you the following report of inspection of tracks of the A. C. L. Ry., from Savannah to Waycross.

The physical conditions of the track from Savannah to Waycross have been very much improved since my inspection of last January. All the missing bolts and defective cross-ties have been replaced. The surface and line have also been improved. There has been a great deal of work done on the road-bed in

the way of cleaning out ditches and strengthening road-bed.

The depots are all in good condition, and supplied with heating stoves and fireplaces. The weighing scales are in good order.

The ballast of this track is of clinkers and gravel. The track from Savannah to Jesup is laid with 85-lb. rail. From Waycross to Jesup with 75-lb rail.

SECTION GANGS LOCATED AS FOLLOWS.

Section 14.—Foreman, D. C. Leggett, Savannah, Ga., yard, rate \$50.00 per month; laborers 6, \$1.00 per day.

Section 19.—Foreman, C. P. Cone, Savannah, Ga.; yard, rate \$50.00 per month; laborers 6, \$1.00 per day.

Section 20.—Foreman, J. W. Frohburg, Savannah, Ga.; yard, \$55.00; laborers 7, \$1.00 per day.

Section 21.—Foreman, G. R. Harvey, Savannah; yard, \$50.00; laborers 5, \$1.00 per day.

Section 22.—Foreman, A. H. Gordan, Savannah, Ga.; \$50.00, 8 miles; laborers 5, \$1.00 per day.

Section 23.—Foreman, Henry Turner, Burroughs, Ga., 8 miles, \$50.00; laborers 4, 90c per day.

Section 24.—Foreman, W. R. Martin, Fleming, Ga., 8 miles, \$50.00; laborers 4, 90c per day.

Section 25.—Foreman, W. B. King, McIntosh, Ga., 8 miles, \$50.00; laborers 4, 90c per day.

Section 26.—Foreman, G. W. Sharp, Walthourville, Ga., 8 miles, \$50.00; laborers 4, 90c per day.

Section 27.—Foreman, R. L. Foster, Ludowici, Ga., 8 miles, \$50.00, laborers 4, rate 90c per day.

Section 28.—Foreman, W. W. McDaniel, Doctortown, \$50.00, 8 miles; laborers 4, 90c per day.

Section 29.—Foreman G. P. Sweat, Jesup, Ga., 7 miles, \$50.00; laborers 6, \$1.00 per day; Jesup yard.

Section 30.—Foreman, J. B. Mills, Screven, Ga., 8 miles, \$50.00; laborers 3, 90c per day.

Section 31.—Foreman, L. G. Hall, Patterson, Ga., 8 miles, \$50.00; laborers 4, 90c per day.

Section 32.—Foreman, J. F. Ratliff, Blackshear, 8 miles, \$50.00; laborers 3, 90c per day.

Section 33.—Foreman, P. W. Hodges, Blackshear, 8½ miles, \$50.00; laborers 3, 90c per day.

Bridge Gang 504.—Foreman, T. F. Chapman, Ludowici, \$75.00; laborers 7, \$1.25; apprentice 1, \$1.75; cook 1, 80c per day.

Bridge Gang 505.—Foreman, B. H. Carter, Jesup, \$73.00, laborers 7, \$1.25; apprentice \$1.75; cook 1, 80c per day.

LOCATION OF CARS ON SIDINGS.

A. C. L. car No. 17,888, loaded to be forwarded at 7 mile post.

A. C. L. car No. 30,039, loaded to be forwarded mile post 10.

A. C. L. car No. 23,448, loaded to be forwarded Way Station.
 A. C. L. car No. 2,931, broken down at McIntosh, loaded with phosphate.
 A. C. L. car No. 23,751, loaded to be forwarded at McIntosh.
 A. C. L. car No. 14,433, 3,952, loaded to be forwarded at Walls Mill.
 A. C. L. car No. 27,617, empty at Fleming.
 A. C. L. car No. 27,101, 26,703, 23,325, loaded to be forwarded Dales Mill.
 A. C. L. car No. 26,753, 27,928, loaded at Goattee & Co., mill 16 mile post.
 A. C. L. car No. 26,741, Walthourville, to be forwarded.
 A. C. L. car No. 60,043, 60,044, 70,261, camp cars at Ludowici.
 A. C. L. car No. 1,484, 1,725, 3,894, loaded with company material.
 A. C. L. cars No. 1,319, 60,078, 600,777, camp cars at Doctortown.
 A. C. L. cars No. 32,364, 5,517, 5,961, 8,145, 25,616, 24,971, 27,573, 20,647, loaded to be forwarded to Doctortown.
 A. C. L. cars No. 2,540, received loaded, 15,708 empty at Doctortown.
 A. C. L. car No. 22,728, loaded to be forwarded at Screven.
 A. C. L. cars No. 20,768, 25,172, empty at Blackshear.
 A. C. L. car No. 30,871, loaded received at Blackshear.
 A. C. L. cars No. 3,229, 21,604, A. B. & A. 20,993, loaded at Blackshear to be forwarded.
 A. C. L. cars No. 5,682, 17,542, empty at McCullough.
 A. C. L. car No. 14,187, loaded to be forwarded to Slover.
 A. C. L. car. No. 5,504, loaded received at Slover.
 A. C. L. car No. 24,952, empty at Slover.

Yours truly,

J. F. LAMB, Inspector.

SPECIAL INSPECTION REPORTS.

The following special reports were made by direction of the Commission, in order to obtain full information relative to the matters referred to by said reports; the inspections being prompted by complaints received in this office, or were made upon the Commission's own initiative:

THOMASVILLE, GA., November 14, 1908.

HON. S. G. McLENDON,
 CHAIRMAN OF RAILROAD COMMISSION,
 ATLANTA, GA.

Dear Sir: I beg to submit to you the following inspection of passenger trains A. C. L. Ry.

A. C. L. train 85, from Waycross to Thomasville, Train 82 from Thomasville to Waycross; Train 58, from Waycross to Savannah; Train 21, from Savannah to Waycross; Train 58, from Waycross to Jesup; Train 58, from Thomasville to Waycross; Train 80, from Thomasville to Waycross.

The cars on above trains are clean and neatly kept. All supplied with the required number of crews. Conductors, flagmen, baggage masters and porters. Conductors attend strictly to the care of their passengers.

Yours very truly,

J. F. LAMB, Inspector.

THOMASVILLE, GA., November 17, 1908.

HON. S. G. McLENDON,
CHAIRMAN OF RAILROAD COMMISSION,
ATLANTA, GA.

Dear Sir: By your instructions of October 17th, I have been to Lanier, Ga., Bryan county, on the S. A. L. Ry., to investigate the needs of a depot and agent of that place. From my investigation, I consider that these people are entitled to a depot and station agent. I would recommend a depot of the S. A. L. No. 3 pattern, which will cost about \$1,100.00.

I am sending you a rough sketch of a map, which will show you very plainly the location of fifty families, which live within three miles of Lanier.

You will notice the first seven names have no numbers opposite their names. They are people who live right near the station, and the balance of the fifty names are people who live within a quarter of a mile and three miles of the station. The numbers on the map will show you about the location where the people live. They are all substantial farmers. This map does not show any negroes, or any tenant people, but there are about as many negroes as whites. This is a good farming section. This place has nothing but an old box car set out on the side track for unloading freight, and passengers to stop in while waiting for trains. There are no doors to this box car, and usually it is very filthy.

There are on an average from one to three passengers that get off and on each train per day. They have four passenger trains per day that stop at this place. Two of them after night, which makes it very bad for the passengers who are waiting with no depot or any accommodations.

Hope this will give you the desired information asked for.

Yours very truly,

J. F. LAMB, Inspector.

ATLANTA, GA., November 9th, 1908.

HON. S. G. McLENDON,
CHAIRMAN RAILROAD COMMISSION OF GEORGIA,
ATLANTA, GA.

Dear Sir: Orders to investigate as to the cause of the wreck on the Southern Railway near Powder Springs, took me there Saturday morning. The Cincinnati train was wrecked at 5:50 p. m. on the 4th instant, so that some sixty hours had elapsed ere I arrived at the place; everything cleared away, and the extra gang lining and surfacing the newly laid track. Powder Springs is a mile and a half beyond the scene of the wreck, so inspection was made on foot from said station back to Austell, a distance of 4.9 miles.

North Switch at 129.8 mile in good order, and has set of new switch ties. Depot is a good one and ample. The waiting-rooms nicely kept. Cars at station: 2 Southern coal and one box, loaded, 1 box empty. Of foreign, 1 box car empty, and one loaded. Rail used is 80-lb, No. 251 Maryland, of October '99. At 130.1, switch has two bolts out of tie bar. Track at 130.4 should have better surface, and ditching wanted at 130.9 through cut. 1 bolt out and 1 loose

on 131st mile. Ties generally good. Ties marked by the wheels show where train left the track on straight line 270 feet north of a curve. Supervisor W. E. Smith, address Austell, Ga., has charge of this Division. Stated he could not account for the derailment as track was in good condition. Just 13 feet south of point where wheels left the rails a cross tie shows where it was struck by a piece of iron in middle of the track. Dining-car, day coach, combination and mail coach, wrecked. Sleeper, the only one staid on the rails. Engine was pulled off, but did not leave the ties. No one seriously injured. At 131.62 ties 10 per cent. poor, line and surface needed. Trestle at 131.7 about 80 feet long and 7 ft. high, has good timbers. Good ditching at 131.8. Ties fair. 20 bolts out and two loose on the 132nd mile. When inspected in January last, this mile had but one missing bolt. They are broken or dropped out, but each joint still has three bolts. Section foreman with three men at 132nd mile post bedding new ties. At 132.5 trestle about 40 feet long, has 25 per cent. poor guard rail, ties and timbers are good. Ditching well done at 132.7. One outer plate broken (slight) at 132.77, on curve left, near road crossing. Good ditching and back newly widened near 132¾ mile. 13 bolts out on this mile (in January 6 out). At 133.1 both plates broken at the joint. These are slight cracks at the bolt hole, but may become worse. At 133.2, new ties distributed for about 300 feet, 25 per cent. poor in track. Trestle over Sweet Water Creek has good ties and guard rail. Iron bridge on stone piers. Bridge timber delivered and good ditching at 133.5. New ties distributed, 20 per cent. poor on roadbed, and good ditching at 134 M. P. 10 bolts out on 134th mile (5 out in January last). J. A. McCain, foreman, has 3 hands, allowed 6 for 6 miles to 134th mile post. At 134.3 bolt out and tie bar of N. switch. Near frog of same, 2 broken plates on same point, 4 bolts out to 134.7. Austell Station waiting-rooms well kept. Depot in good condition and ample. Cars on side tracks. 1 Southern flat empty, and one loaded. 3 box cars loaded and two shanty cars empty. 1 foreign box loaded and two empty. No flagman seen on passenger trains.

Yours truly,

M. C. KOLLOCK, Inspector.

ATLANTA, GA., February 26th, 1908.

HON. S. G. McLendon,

CHAIRMAN RAILROAD COMMISSION OF GEORGIA,

ATLANTA, GA.

Dear Sir: As per your instructions, an investigation was made this day of the wreck on 24th inst. (2:30 A. M.) of passenger train No. 14, "Fast Florida Limited," Southern Railway, Macon Division. This occurred about 1½ miles south of Cork Station, at 208.4 mile. Three mail clerks, and express messenger injured, but nobody killed.

Inspection on foot from 206.85 mile, Cork, was made, and track found in very fair condition. Rail used is 75-lb. Carnegie Steel Co. Ltd., E. T. 7-95. To the 207th M. P. 2 bolts out, and 11 on the 208th mile. From this point 4 bolts missing to the wreck. Ties in good condition, good banks, and cuts well ditched. Line and surface of track fair. The wrecked cars had all been lifted and

hauled back to Cork by 9 a. m. to-day—they showed up badly damaged. Three Pullman cars remained on the rails intact—the fourth, "Normandy," had front truck off only. The first-class coach, and baggage with colored compartment, were badly shaken and skewed across the track. The express, mail, and dead-head baggage cars turned over on the twelve-foot embankment and landed in the public road on left hand side. Tender turned bottom upwards on same side of the bank. The trailer and back driving wheels of the engine left the rails, but not damaged. The dead-head baggage car seems to have caused the derailment by a broken brake-beam, which tore up the track and broke many of the ties in half. These did not show indication of rot or otherwise objectionable. The accident was on a 3 foot curve to left, about 700 feet long, with 400 feet piece of tangent between it and a 6 foot curve to right. Roadmaster J. M. Biddle was present at this investigation, and we afterwards inspected the track to about the 209.5 mile towards Macon. Track in very fair line and surface, good ties and standard road-bed. A few bolts where the nuts had been broken off by deep flange of a wheel. On the 210th mile, we noticed the brick wall at lower side of a large iron drain pipe has been washed out. Orders were given to look after these repairs at once. Track was gauged and found to be 4—8½ inches on straight line, and 4—9 inches on curves, to prevent binding.

Respectfully,

M. C. KOLLOCK, Inspector.

OPINIONS of SPECIAL ATTORNEY .

CLOSING TICKET OFFICES BEFORE ARRIVAL OF TRAINS.

RAILROAD COMMISSION OF GEORGIA,
OFFICE OF SPECIAL ATTORNEY TO COMMISSION,
ATLANTA.

JAMES K. HINES,
Special Attorney.

July 13, 1908.

RAILROAD COMMISSION OF GEORGIA,
ATLANTA, GA.

Gentlemen: Your letter of the 2nd instant, enclosing copy of letter from Mr. John D. Pope, in which he wishes to know what is the legal course for a ticket agent to pursue when a passenger asks for a ticket after the arrival of a train at a way station came duly to hand.

It is the duty of railroad companies to keep their ticket offices open for the sale of tickets for a reasonable time before the departure of trains from all stations, and it is the duty of passengers to use proper diligence to supply themselves with tickets before getting upon trains.

Central R. R. & Banking Co., v. Strickland, 90 Georgia, 562.

Under a former rule of this Commission, it was provided that offices at way stations might be closed one minute before the arrival of trains; and this rule was approved by our Supreme Court. Railroad companies have a right to make a reasonable rule upon this subject; and in my opinion a rule, providing that passengers shall purchase their tickets before the arrival of trains would be reasonable at way stations, where agents have other duties to perform. In order to prevent friction between the public and railroad companies, it would be well, I think, for the Commission to promulgate a rule, providing that passengers shall purchase their tickets before the arrival of trains at way stations. Such a rule would be just and reasonable both towards the railroad companies and the traveling public.

Yours truly,

JAMES K. HINES,
Attorney for Railroad Commission.

JURISDICTION OF COMMISSION OVER COTTON COMPRESS COMPANIES.

RAILROAD COMMISSION OF GEORGIA,
OFFICE OF SPECIAL ATTORNEY TO COMMISSION,
ATLANTA.

JAMES K. HINES,
Special Attorney.

July 18, 1908.

RAILROAD COMMISSION OF GEORGIA,
ATLANTA, GA.

GENTLEMEN: In response to your request for my opinion upon the question: What are your jurisdiction and powers over cotton compress companies, I submit what follows as my opinion on that subject.

This involves the construction of so much of the Act of August 22nd, 1907, which enlarged the jurisdiction and powers of the Railroad Commission, as is applicable to this particular subject. The title of this Act is "An Act to increase the membership of the Railroad Commission of Georgia * * ; to extend its powers and jurisdiction over docks and wharves, terminal companies, cotton compress companies, corporations or persons owning, leasing or operating railway terminals or terminal stations; over telephone or telegraphic companies or corporations or persons owning, leasing or operating any public telephone service in this State, and over street railroads, and street railroad corporations, companies or persons owning, leasing or operating street railroads in this State; over gas and electric light and power companies, corporations or persons owning, leasing or operating public gas plants, electric light and power plants furnishing power to the public, etc."

Section 5 of this Act provides that "the powers and duties heretofore conferred by law upon the Railroad Commission are hereby extended and enlarged, so that its authority and control shall extend to street railroads, and street railroad corporations, companies or persons owning, leasing or operating street railroads in this State * * ; over docks and wharves and corporations, companies or persons, owning, leasing, or operating the same; over terminals or terminal stations and corporations, companies, or persons owning, leasing or operating such; cotton compress corporations or associations and persons or companies owning, leasing or operating the same," etc.

Clearly by this Act the powers and duties, which before its passage had been conferred by law upon the Railroad Commission, were extended to cotton compress corporations, and to all persons owning, leasing or operating cotton compresses.

Now, what were the powers and duties which had been conferred by law upon the Railroad Commission prior to August 22nd, 1907?

1. The Commissioners were required to make reasonable and just freight and passenger rates, to be observed by all railroad companies doing business in this State.

2. They were required to make reasonable and just rules and regulations, to be observed by all railroad companies doing business in this State, as to charges at any and all points for the necessary handling and delivery of freight.

3. They were required to make such just and reasonable rules and regulations as may be necessary for preventing unjust discriminations in the transportation of freight and passengers on the railroads in this State.

4. They were required to make for each of the railroad corporations doing business in this State, as soon as practicable, a schedule of just and reasonable rates of charges for transportation of passengers, freights and cars on each of said railroads.

These duties and powers were embraced in the original act, creating the Railroad Commission. They were of force on August 22nd, 1907, and are found in the

Civil Code, Secs. 2189 and 2190.

This Commission has the power and it is its duty to make reasonable and just rates to be observed by all cotton compress companies doing business in this State for compressing cotton; to make reasonable and just rules and regulations, to be observed by all cotton compress companies doing business in this State as to charges for the receiving, handling and delivery of cotton; to make such just and reasonable rules and regulations as may be necessary for preventing unjust discriminations in the compressing, handling and transportation of cotton; and to make for each cotton compress, doing business in this State, as soon as practicable, a schedule of just and reasonable rates of charges for compressing and handling cotton.

If the Railroad Commission has not got these powers over cotton compress companies, and persons owning, leasing or operating cotton compresses, then it is difficult to perceive that the Commission has any jurisdiction and supervision over cotton compress companies. If the Commission can't prescribe rates for, and prevent unjust discriminations by, cotton compress companies, what has it to do with these companies. If the Commission has not this right, what has it to do with these companies? If the Commission has not this jurisdiction over cotton compresses, it has no supervision over them at all.

In addition to these general powers, the Commission has some incidental powers over cotton compress companies, such as the right to inspect their books to see that the rules and regulations of the Commission are observed by these companies; but I do not undertake to enumerate these incidental powers. This opinion refers alone to the general and fundamental powers of the Commission over companies and persons owning, leasing or operating cotton compresses.

Yours truly,

JAMES K. HINES,

Attorney for Railroad Commission.

TRANSPORTATION OF EXPLOSIVES.

RAILROAD COMMISSION OF GEORGIA,
OFFICE OF SPECIAL ATTORNEY TO COMMISSION,
ATLANTA.

JAMES K. HINES,
Special Attorney.

August 14, 1908.

RAILROAD COMMISSION OF GEORGIA,
ATLANTA, GA.

GENTLEMEN: I have your letter of the 11th instant, enclosing letter of King Hardware Company, in which this Company claims that the Atlantic Coast Line Railway Company refuses to carry for it loaded shells as freight. The railroad company refuses this class of freight on the ground that it only runs mixed passenger and freight trains to the points to which the King Hardware Company wishes to ship these shells and that on its mixed passenger and freight trains explosives can not be hauled.

By the common law, a carrier is not bound to receive dangerous articles for transportation.

Fish vs. Chapman, 2nd Ga., 349; *Johnson vs. Middling R. R. Company*, 4 Exch., 367; 6 Cyc., 367; *Cal. Powder Works vs. R. R. Company*, 113 Cal., 329; *Turnell vs. Pettijohn*, 2 Harr (Del.), 48.

So if the common law prevails in this State, and if loaded shells are dangerous in their transportation, then this company would be justified in refusing to transport them. If they were not dangerous, as contended for by the King Hardware Company, then this company would be compelled to carry them.

But is this the law now of force in this State? This raises a very important question. The Commission is vested by the Steed Act with full power and authority to make, prescribe and enforce all such reasonable rules, regulations and orders, as may be necessary in order to compel and require the several railroad companies in this State to promptly receive, receipt for, forward and deliver to destination, all freight of every character, which may be tendered them for transportation.

Ga. Laws, 1905, p. 120.

Language can not be broader. The Commission is clothed with full power and authority to make and enforce all such reasonable rules, regulations and orders as may be necessary in order to compel and require railroad companies in this State to promptly receive *all freight of every character* which may be tendered them for transportation. "All freights of every character" includes all goods which may be tendered the railroad companies for transportation. It seems to have been the purpose of the Legislature, by this Act, to change the rule of the Common Law; and to clothe the Commission with power and authority to make the railroads of this State receive all freight tendered them for transportation.

In pursuance of this Act, the Commission adopted Storage Rule 10, which provides, that "whenever freight of any character proper for transportation,

whether in car load quantities or less, is tendered to a railroad company at its customary place for receiving shipments and correct shipping instructions given, such railroad company shall immediately receive the same, and issue bills of lading therefor."

Does the phrase, "proper for transportation," in this rule exclude such freight as is dangerous to transport, or does it mean that freight tendered for transportation must be properly packed and in proper shape for transportation? In view of the Act upon which this rule is based, which Act requires the Commission to compel the railroads to carry all freight of every character, it should not be construed to exempt from its operation certain classes of freight, but should be construed to require the transportation of all goods properly packed for shipment.

This matter is not entirely free from doubt. The King Hardware Company can test this matter by bringing a mandamus against this company to compel it to carry these loaded shells, or could sue for any damage which it may have sustained by the refusal of the Company to transport this freight.

The Commission can amend Storage Rule 10, so as to remove any doubt on this subject. Besides, the Commission can, if it thinks this company has violated this rule, refer the matter to the Governor for direction whether suit shall be brought under the Candler Act to enforce the penalty against this Company for disobeying this rule.

I return you herein the letter of the King Hardware Co.

Yours truly,

JAMES K. HINES,

Attorney for Railroad Commission.

TRACK SCALES.

RAILROAD COMMISSION OF GEORGIA,

OFFICE OF SPECIAL ATTORNEY TO COMMISSION,

ATLANTA.

JAMES K. HINES,

Special Attorney.

August 14, 1908.

RAILROAD COMMISSION OF GEORGIA,

ATLANTA, GA.

GENTLEMEN: I have your letter of the 11th instant, enclosing letter of Mr. H. G. Shaw, Madison, Ga., in which Mr. Shaw asks you to take up the matter of having the railroads at Madison, Ga., put in adequate weighing facilities. You ask my opinion as to what answer you shall make to Mr. Shaw's inquiry. You are authorized by Section 6 of the Candler bill "to require all common carriers * * * to establish and maintain such public service and facilities as may be reasonable and just, either by general rules or by special orders in particular cases." If the public service requires weighing facilities at Madison and you find it reasonable and just to provide such facilities, then you have the power

and authority to pass an order, requiring the railroads to put in these weighing facilities.

I suggest that you hear this application of Mr Shaw after due notice to all parties interested and determine whether his request is reasonable and just or not.

I return herein the letter of Mr. Shaw.

Yours truly,

JAMES K. HINES,
Attorney for Railroad Commission.

MAXIMUM RATES FIXED BY COMMISSION.

RAILROAD COMMISSION OF GEORGIA,
OFFICE OF SPECIAL ATTORNEY TO COMMISSION,
ATLANTA.

JAMES K. HINES,
Special Attorney.

August 17th, 1908.

RAILROAD COMMISSION OF GEORGIA,
ATLANTA, GA.

GENTLEMEN: I am just in receipt of your letter of the 15th instant, enclosing letters from Mr. G. E. Smith, Traffic Manager of the Georgia Northern Railway Company, of the 6th instant, letter from Mr. H. C. McFadden, President of the Fitzgerald, Ocilla & Broxton Railway Company, of the 4th instant, and letter from Mr. J. S. B. Thompson, Assistant to the President of the Southern Railway Company of the 7th instant, all referring to Circular No. 340.

Mr. Smith wishes to know the reason, which prompted the Commission, for increasing the rate on compressed cotton from 7 1-2 cents per hundred pounds to 8 1-2 cents per hundred pounds. I am unable to give him any information on this subject; and the Commission can furnish, if they see fit, their reason for this increase.

The other two letters wish to know whether the rates for compressing cotton are maximum rates. General rule No. 3 of the Rules of the Commission provides that all rates fixed by the Commission are maximum rates and that any company may charge less than the prescribed maximum rate, under certain conditions therein provided.

These conditions are, that companies, subject to the jurisdiction of the Commission, shall charge all persons such lesser rate for like services; and that a reduction at any agency or station must be followed by a reduction of the same percentage at all other stations on its line.

Whether the Commission can make a fixed rate below which public service companies can not charge is a question which I am now considering and will furnish the Commission an opinion thereon at an early date. I do not go into this matter at present, because your letter does not ask for such opinion.

Yours truly,

JAMES K. HINES,
Attorney for Railroad Commission.

FREE TRANSPORTATION TO WITNESSES IN CASES AGAINST RAILROADS.

**RAILROAD COMMISSION OF GEORGIA,
OFFICE OF SPECIAL ATTORNEY TO COMMISSION,
ATLANTA.**

JAMES K. HINES,
Special Attorney.

August 19, 1908.

**RAILROAD COMMISSION OF GEORGIA,
ATLANTA, GA.**

GENTLEMEN: Your letter of the 18th instant, enclosing letter of Minter Wimberly, Esq., General Counsel of the M. D. & S. R. R. Company, in which he wishes to know whether it is against the rule of the Railroad Commission to furnish transportation for witnesses in cases against other railroads, to be used only to go to and return from the Court.

Under the Hepburn Act, a common carrier can give free transportation to witnesses attending any legal investigation in which the common carrier is interested. Under this provision of the Hepburn Act, which has been adopted by this Commission, carriers can not grant free transportation to witnesses for other roads in legal investigations in which such carriers are not interested.

I return herein letter of Mr. Wimberly.

Yours truly,

JAMES K. HINES,
Attorney for Railroad Commission.

FREE TRANSPORTATION TO FAMILIES OF EMPLOYEES OF OTHER LINES.

**RAILROAD COMMISSION OF GEORGIA,
OFFICE OF SPECIAL ATTORNEY TO COMMISSION,
ATLANTA.**

JAMES K. HINES,
Special Attorney.

August 31, 1908.

**RAILROAD COMMISSION OF GEORGIA,
ATLANTA, GA.**

GENTLEMEN: I have your letter of the 24th instant, enclosing letter of J. H. Merrill, Esq., in which he wishes to know what persons in the service of common carriers are entitled to free transportation for their families.

The Hepburn Act provides that no common carrier subject to its provisions shall give any free pass, except to its employees and their families, its officers, agents, surgeon, physicians and attorney at law." If this provision stood alone, it would be manifest that only employees in the strict sense of that term would be entitled to free transportation for their families; and that the officers, agents,

surgeons, physicians and attorneys at law would not be entitled to free transportation for their families.

But in this Act, there is this provision: "Provided, That this provision shall not be construed to prohibit the interchange of passes for the officers, agents and employes of common carriers and their families."

All parts of a statute must be construed together and effect be given to all its provisions, if this can be done by any reasonable construction of its terms. The intention of the law-making power must be diligently sought after. If we stick to the letter of the first provision, above quoted, we would have Congress authorizing common carriers to give to the families of the officers, agents and employes of other common carriers free passes, when such corporations would be prohibited from giving free passes to the families of its own officers, agents and employes. This construction would be absurd.

Construing both provisions together, it is my opinion that common carriers can give free passes to the following families, to-wit:

1. To the families of its officers.
2. To the families of its agents.
3. To the families of its employes.
4. Common carriers can interchange passes for the families of the officers, agents and employes of other common carriers.

Common carriers can not grant free passes to the families of their local surgeons, physicians and attorneys at law. The act seems to limit free passes to the families of their officers, agents and employes.

As this statute is remedial, and intended to wipe out the abuses of free transportation, its provisions can not be extended by implication or construction.

I return you herein the letter of Mr. Merrill.

JAMES K. HINES,
Attorney for Railroad Commission.

AUTHORITY OF COMMISSION TO REQUIRE PAYMENT OF OVERCHARGE CLAIMS.

RAILROAD COMMISSION OF GEORGIA,
OFFICE OF SPECIAL ATTORNEY TO COMMISSION,
ATLANTA.

JAMES K. HINES,
Special Attorney.

October 20, 1908.

RAILROAD COMMISSION OF GEORGIA,
ATLANTA, GA.

GENTLEMEN: In Re: Claim of L. H. Warlick.

I have your letter of the 17th instant, enclosing proposed order in the above matter, in which you ask my opinion on your authority to pass orders requiring railroads to pay overcharges to shippers.

I do not think you have power to pass such orders. In my opinion, a railroad company would not subject itself to the penalty provided by law for disobedience

of such an order of the Commission, because you are without power to hear a claim for an overcharge, and render a judgment for or against the claimant.

In all cases where any railroad shall demand and receive for goods shipped from within or without this state to any point in this State, any overcharge or excess of freight over and beyond the proper or contract rate of freight, and a demand in writing for the return or repayment of such overcharge is made by the person paying the same, said railroad shall refund said overcharge within thirty days from said demand and if said common carrier shall fail or refuse to settle within thirty days, or within said time to refund said overcharge or overpayment, then said railroad shall be liable to said person making the overpayment, in an amount double the amount of the overpayment to be recovered in any court having jurisdiction of the same.

Code Sec. 2316; *Steward vs. Comer*, 100 Ga., 754.

By the seventh section of the Candler-Overstreet Act, you "have authority to fix penalties for neglect on the part of railroad companies to adjust overcharges and losses, or failure to decline to do so, if deemed unjust, in a reasonable time."

Ga. Laws, 1907, p. 72.

Under this law, you can fix penalties for the neglect on the part of the railroad companies to adjust overcharges and losses in a reasonable time. When you fix such penalties, your power and authority are exhausted.

If Section 2316 of the Code is not repealed by the Candler-Overstreet Act, then the person paying the overcharge, can recover double the amount of such overcharge in any Court having jurisdiction. If that section is repealed by said act, then the person paying such overcharge can recover such penalty as you may fix either under section 9 of the Candler-Overstreet act, or under the general law.

I do not think the Commission would be authorized to pass orders, directing the payment of overcharges in particular cases, unless expressly authorized by law. While there are some general expressions in the Candler-Overstreet Act, which would seem to make railroads liable for omitting to do any act, matter or thing required to be done by an order of the Commission, as is shown by the ninth section of this act, such general expressions must be construed to mean, that the railroads would only be liable disobeying an order of the Commission, for which provision was made by law.

JAMES K. HINES,

Attorney for Railroad Commission.

POWER OF COMMISSION IN REQUIRING CONSTRUCTION OF SIDE-
TRACKS.

RAILROAD COMMISSION OF GEORGIA,
OFFICE OF SPECIAL ATTORNEY TO COMMISSION,
ATLANTA.

JAMES K. HINES,
Special Attorney.

October 20, 1908.

RAILROAD COMMISSION OF GEORGIA,
ATLANTA, GA.

GENTLEMEN: I have your letter of the 17th instant, in which you wish to know if you have the power to require the location of side-tracks at points like the one near Andersonville, on the Central of Georgia Railway Company, where you have an application asking that this company be required to locate a side-track.

The seventh section of the Candler-Overstreet Act provides: "Said Commission shall have authority to prescribe rules in reference to spur tracks and side-tracks with reference to their use and construction, removal or change, with full power to compel service to be furnished to manufacturing plants, warehouses, and similar places of business along the lines of railroads where practicable, and in the judgment of the Commission, the business is sufficient to justify, and on such terms and conditions as the Commission may prescribe. In my opinion, your power in this respect is not confined to prescribing rules with reference to spur tracks and side-tracks to manufacturing plants, warehouses, and similar places of business along the lines of railroads; but clothes you with power to prescribe rules with reference to spur tracks and side-tracks, with reference to their use and construction, removal or change, at points like the one involved in the application for the construction of the side-track near Andersonville. The expression in this section, to-wit: "With full power to compel service to be furnished to manufacturing plants, warehouses and similar places of business along the lines of railroads," does not refer to the power and authority to prescribe rules and regulations for the use and construction, removal or change of spur tracks or side-tracks, but clothes you with the additional power to require the railroads to furnish service to manufacturing plants, warehouses and similar places of business along the lines of railroad in addition to your power and authority to have spur tracks and side-racks built to such places. In other words, in addition to giving you authority to prescribe rules for the construction of spur tracks and side-tracks to such plants, this section gives you the authority to compel the railroads to furnish service on said side-tracks and spur tracks to such plants.

Under this section, you have authority to prescribe rules for the use and construction, removal or change of spur tracks and side-tracks generally.

Under this authority, you can prescribe rules for the construction of these tracks to manufacturing plants, warehouses and similar places of business along the lines of railroads. But, as side-tracks to these plants would be worthless

without the proper service thereon to these plants, the Legislature gave you power to compel the service on these tracks to these plants.

Under this section, you can prescribe rules for the construction of side-tracks at such points as that near Andersonville. In addition, you can prescribe such rules for the use and construction of spur tracks to manufacturing plants, warehouses and similar places of business along the lines of railroads. Then you can prescribe rules compelling the railroads to furnish service on these spur tracks built to such plants. Under this section, you can only require the construction and compel the service on these spur tracks and side-tracks, where, in your judgment, the business is sufficient to justify their construction and use, and then you can prescribe the terms and conditions on which the railroads are required to build these tracks and furnish the necessary service thereon.

Yours truly,

JAMES K. HINES,
Attorney for Railroad Commission.

AUTHORITY OF COMMISSION TO REGULATE NUMBER OF TRAIN CREW ON PASSENGER TRAINS.

RAILROAD COMMISSION OF GEORGIA,
OFFICE OF SPECIAL ATTORNEY TO COMMISSION,
ATLANTA.

JAMES K. HINES,
Special Attorney.

October 24, 1908.

RAILROAD COMMISSION OF GEORGIA,
ATLANTA, GA.

GENTLEMEN: I have your letter of the 23rd instant, enclosing letter from Ben T. Brock, Esq., in which he inquires whether you have authority to consider and act upon a petition to require railroad companies in this State to put on extra brakemen or trainmen upon trains of unusual length, where it is shown to be for the safety of employes and to the best interest of the Company. In my opinion, you have such authority, but it should be exercised with great care and caution. There is a very indistinct line between the supervision which you can exercise over railroads and the powers of the General Managers of railroads. This line you can not cross. It is a dead line beyond which you can not go.

By Section Six of the Candler-Overstreet Act, you have general supervision over railroads. By the same section, you are authorized upon your own initiative to require all common carriers to establish and maintain such public service and facilities as may be reasonable and just. By the same section, you are given authority to examine into the affairs of said Company and corporations and to keep informed as to their general condition, their capitalization, their franchises, and the manner in which their lines are managed, conducted and operated, not only with respect to the adequacy, security and accommodation afforded by their service to the public and their employes, but also with refer-

ence to their compliance with all provisions of law, orders of the Commission and charter requirements. By this last provision, you are clothed by implication, with the power to look after the security afforded by railroads to the public and their employees. So if it should plainly appear to the Commission, that additional brakemen or trainmen, on given trains, were necessary to the security of the employees, in my opinion, you would have authority, under this act, to require such additional service. As above stated, I think that this power should be very carefully exercised by the Commission. It ought to be a plain case where you undertake to act in this matter.

Yours truly,

JAMES K. HINES,
Attorney for Railroad Commission.

**AUTHORITY OF COMMISSION TO REQUIRE RAILROADS TO ALLOW
TELEGRAPH COMPANIES THE USE OF ITS PROPERTY.**

RAILROAD COMMISSION OF GEORGIA,
OFFICE OF SPECIAL ATTORNEY TO COMMISSION,
ATLANTA.

JAMES K. HINES,
Special Attorney.

October 26, 1908.

RAILROAD COMMISSION OF GEORGIA,
ATLANTA, GA.

GENTLEMEN: In re Telegraph service at Martin, Ga.

Your letter of the 12th instant, enclosing your file in the above matter, came duly to hand. I have carefully considered the order passed by you in this matter on May 22nd, 1908. I do not believe that this order is valid.

You required the Southern Railway to allow the Western Union Telegraph Company to connect its wires with the office of the railroad agent at Martin. In other words, you required the railroad company to permit the Western Union Telegraph Company to use its property in the conduct of the latter's business. In my opinion, this is taking the property of the railway company for public use without compensation and violates paragraph three of section one of article one of the Constitution of this State, which declares that "No person shall be deprived of life, liberty or property except by due process of law."

It likewise violates Par. 1 of Sec. 3 of Article one of the Constitution of this State, which provides that "private property shall not be taken or damaged for public purposes, without just and adequate compensation being first paid."

So I am of the opinion that this order is void, so far as the Southern Railway Company is concerned. This order is only conditional as to the Western Union Telegraph Company. This Company is only required to establish and maintain a telegraph agency at Martin, Georgia, upon the conditions named in this order. One of these conditions is, that the Southern Railway permit the Western Union Telegraph Company to connect its wires with the office of the railroad agent at Martin. Another condition is, that the railroad agent at Martin, Ga., or

some other competent telegraph operator shall accept the telegraph agency at that point upon the usual commission basis. As the Southern Railway declines to permit the telegraph company to use its office and property at Martin in the way indicated in this order, your order does not require the telegraph company to establish such agency.

So it is not binding upon the telegraph company.

By section 6 of the Candler-Overstreet Act, the powers and duties conferred by law upon the Railroad Commission are extended and enlarged, so that its authority and control shall extend to telegraph companies. By section six of this Act you have and can exercise all the power and authority before its passage conferred upon the Commission by-law; and you have general supervision of telegraph companies. By the same section, you have the power and authority to require telegraph companies to establish and maintain such public service and facilities as may be reasonable and just, either by general rules or by special orders in particular cases. So under the authority of this act, you have full power and authority to require the Western Union Telegraph Company to establish and maintain a telegraph office, if the same is reasonable and just, at Martin, Ga., but your order in this case is not absolute in its terms and is conditional. If you find that the establishment and maintenance of a telegraph office at Martin is reasonable and just, then you can pass an order requiring the telegraph company to establish and maintain a telegraph office at this place; and such an order can be enforced under our law. Such an order will have to be absolute and unconditional or based upon such conditions as the telegraph company can control.

Yours truly,

JAMES K. HINES,

Attorney for Railroad Commission.

JURISDICTION OF COMMISSION OVER THE PULLMAN COMPANY AND SLEEPING CAR COMPANIES.

RAILROAD COMMISSION OF GEORGIA,

OFFICE OF SPECIAL ATTORNEY TO COMMISSION,

ATLANTA.

JAMES K. HINES,

Special Attorney.

November 4, 1908.

RAILROAD COMMISSION OF GEORGIA,

ATLANTA, GA.

GENTLEMEN: I have your letter of the 30th ult., in which you wish my opinion upon the question whether you have jurisdiction over the sleeping car rates of the Pullman Company and whether that Company is a common carrier or not.

I find no statute of this State placing sleeping car companies under the jurisdiction of the Railroad Commission. The Candler-Overstreet Act extends the power and jurisdiction of the Railroad Commission to a large number of corporations, but fails to name sleeping car companies. By section six of this Act,

the Railroad Commission of Georgia is given general supervision of all common carriers. So the question arises is the Pullman Palace Car Company a common carrier? This question first came before the Supreme Court of Georgia in the case of Pullman Palace Car Company vs. Martin, 95 Ga., 314, and the Court in that case did not determine whether this Company was a common carrier or not. In that case, Justice Atkinson says: "According to the view we take of the questions made in this case, it is unnecessary for us to determine whether in Georgia a sleeping car company should be held to the same degree of diligence as is imposed on an innkeeper, nor whether it shall be adjudged to be a common carrier."

The same question came up in Cates vs. Pullman Palace Car Co., 95 Ga., 810, and Judge Lumpkin in that case says: "We shall not undertake in the present case to state definitely the precise relation existing between the sleeping car company and its patrons." This question next came before the Supreme Court in the case of the Pullman Palace Car Company vs. Harvey, 101 Georgia, 738; and in that case, Chief Justice Simmons says: "The law as to the liability of sleeping car companies is not well settled. Courts in different States have laid down different rules as to their inability. Judges in the Federal Courts likewise differ."

This question next came before the Supreme Court in Pullman Palace Car Company vs. Hall, 106 Ga., 765; and on page 771, Justice Little, who delivered the opinion of the majority of the Court, says: "While there are decisions of a number of courts which have held sleeping-car companies liable to a passenger for the loss of his baggage, as a common carrier, and others which apply the law of liability as that of innkeepers, the weight of authority, as we understand it, is that such companies are not liable as innkeepers, nor as carriers, for personal effects taken with the passenger into the car and of which he retains possession." In this case, the Court seems to hold that a sleeping car company is not a common carrier. This question next came before the Supreme Court, Pullman Company vs. Schaffner, 126 Ga., 612.

It again came up in Pullman Company vs. Green, 126 Ga., 142; and Justice Cobb, in delivering the opinion, says: "It is the duty of a sleeping car company to exercise reasonable care to guard the personal property of the passenger from theft; and if, for the want of such care, his personal effects or some of them are stolen, the company would be liable for such stolen values as a passenger might reasonably be expected to carry with him on his journey. This is the rule of liability as settled by the decision of this Court, and has been declared to be in accord with the weight of authority elsewhere."

In support of this rule of liability, Justice Cobb cites the cases hereinbefore mentioned.

So it seems to me that the Supreme Court of Georgia has settled and determined that a sleeping car company is not a common carrier. If it is not a common carrier, it then does not come within the provisions of the Candler-Overstreet Act.

Now does a sleeping car company come within the provisions of Civil Code, Sec. 2199, which defines the meaning of a railroad company. To fall within this section, the company must own or operate a railroad or some part of one

in this State, or must do business as a common carrier upon some of the lines of railroad in this State.

Now evidently this is *causus omissus*; and that the framers of the Candler-Overstreet Act overlooked sleeping car companies; but this omission does not authorize the Railroad Commission of Georgia to take supervision over these companies.

In my opinion, you do have supervision and control of sleeping car rates in those cases where a railroad owns and operates sleeping cars for the carriage and convenience of its passengers.

JAMES K. HINES,
Attorney for Railroad Commission.

RIGHT OF RAILROAD COMPANIES TO CONDEMN LAND FOR SIDETRACK
PURPOSES.

RAILROAD COMMISSION OF GEORGIA,
OFFICE OF SPECIAL ATTORNEY TO COMMISSION,
ATLANTA.

JAMES K. HINES,
Special Attorney.

December 17, 1908.

RAILROAD COMMISSION OF GEORGIA,
ATLANTA, GA.

GENTLEMEN: In reply to your letter, asking my opinion upon the question whether a railroad company has the right to condemn land for the purpose of building side-tracks, I write to say that I think they have such power. This power, of course, will depend somewhat upon the charter of the given railroad.

Certainly, all railroads chartered under the general law of this State, providing for the grant of charters to railroad companies, would have this right. By this general law, they are given the right to acquire, purchase, hold and use all such real estate and other property as may be necessary for the construction and maintenance of said roads, and the stations, wharves and terminal facilities, and all other accommodations necessary to accomplish the object of said corporation, and to condemn, lease and buy any land necessary for its use.

Code, Sec. 2167, Par. 3.

This power to condemn private property, conferred by this general law, is not exhausted by its first exercise, but is co-extensive with the necessities for which it was granted.

Gardner vs. Georgia Railroad & Banking Co., 117 Georgia, 523.

This last case qualifies the ruling made in the Alabama Great Southern Railroad vs. Gilbert, 71 Ga., 591, in which the Court made the following ruling, to-wit: "What a corporation first condemns, buys or takes as necessary for its franchises, it will be bound by as its election, and the charter rights will be thereby exhausted, so far as the then existing charter vests it with power."

In the case of the 117 Georgia, this ruling is explained, qualified and limited. The true laws upon this subject, in my opinion, is this: "A single exercise of the

power of condemnation does not exhaust it if the future exercise of the power becomes necessary to accomplish the object for which the corporation was chartered. Thus the power to condemn private property conferred by the charter of a railway company is not exhausted by its first exercise, but is co-extensive with the necessities to meet which it was granted."

15 Cyc., 576.

"It would be a disastrous rule, indeed, to hold that a railroad company must in the first instance, acquire all the ground it will ever need for its own convenience or the public accommodation."

Chicago, etc. R. R. Co. vs. Wilson, 17 Ill., 123-127.

The power of the railroad company, "to make necessary side-tracks, means to make them when they become necessary, otherwise, it would be the power to make unnecessary side tracks. Such a power may be exercised when necessary, and hence is not exhausted by one exercise.

St. Louis, etc. Ry. vs. Petty, 57 Ark., 359-369; 20 L. R. A., 434.

So, in my opinion, a railroad company has the power to condemn property for side-tracks, whenever the same becomes necessary for the proper discharge of its duty as a public carrier.

Yours truly,

JAMES K. HINES,

Attorney for Railroad Commission.

CLAIMS FOR PENALTY DEMURRAGE. FAILURE TO FURNISH CARS.

RAILROAD COMMISSION OF GEORGIA,
OFFICE OF SPECIAL ATTORNEY TO COMMISSION,
ATLANTA.

JAMES K. HINES,
Special Attorney.

January 6, 1909.

RAILROAD COMMISSION OF GEORGIA,
ATLANTA, GA.

GENTLEMEN: I have your letter of the 4th instant, File 7672, in which you wish to know whether you have jurisdiction over the claim of the Rebecca Lumber Company against the Ocilla & Valdosta Railroad Company, for failure to furnish cars under the Steed Act.

Section 2 of this Act provides the way in which a shipper can require the placing of cars by a railroad company; and further provides that the Railroad Commission shall, by reasonable rules and regulations, provide the time in which the car or cars shall be furnished, after being ordered by the shipper and the penalty per day per car to be paid by said railroad company, in the event such car or cars are not furnished as ordered. The Commission has provided rules and regulations upon this subject.

Section 3 of this Act provided that the railroad company would not be subject to the penalties provided by said Act until the Commission required such company to show cause why it was not subject to said penalties.

Section 4 inflicted a penalty not exceeding \$250.00 upon any railroad company violating the rules, orders or regulations so established by the Commission.

Georgia Laws, 1905, 120.

Sections 3 and 4 of the Steed Act were repealed by Section 11 of the Candler-Overstreet Act, approved August 23d, 1907.

Georgia Laws 1907, 72 and 73.

So under this latter Act, you have no authority to call upon the Railroad Company to show cause why it should not pay a demurrage claim of this character; and in my opinion, you have not now the authority to act upon the petition presented by the Rebecca Lumber Company. Whatever rights the Rebecca Lumber Company has against the Railroad Company must be enforced by a suit in the Courts. If you were to pass an order in this matter fixing the amount of penalty, if you find the railroad company liable, such order would be a mere *brutum fulmen*.

I return herein the file in this matter.

Yours truly,

JAMES K. HINES,

Attorney for Railroad Commission.

PENALTIES FOR DELAYS IN ADJUSTING CLAIMS.

RAILROAD COMMISSION OF GEORGIA,

OFFICE OF SPECIAL ATTORNEY TO COMMISSION,

ATLANTA.

JAMES K. HINES,

Special Attorney.

January 29, 1909.

RAILROAD COMMISSION OF GEORGIA,

ATLANTA, GA.

GENTLEMEN: At one of your late meetings, you requested me to furnish an opinion upon your power and authority to fix penalties for the neglect on the part of the railroad companies to adjust overcharges and losses; and you requested me to submit rules governing this subject, if I found that you had such power and authority.

By the Candler-Overstreet Act, approved August 23, 1907, it is provided that the Railroad Commission "shall have authority to fix penalties for neglect on the part of the railroad company to adjust overcharges and losses or failure to decline to do so, if deemed unjust in a reasonable time."

Georgia Laws 1907, page 77.

As penal statutes are to be construed strictly, the proper construction of this provision may be that you have authority only to fix penalties for the failure of railroads to do either one or the other of two things, either to adjust overcharges and losses or to decline to do so, if deemed unjust in a reasonable time. Under this construction, we would not have authority to fix a penalty for neglect to adjust overcharges and losses alone; but would only have authority to fix such penalties for neglect to adjust these overcharges and losses, or for fail-

ure to decline to do so. In other words, if the railroads did either one or the other, they would comply with the statute and you could not penalize them.

But when we consider the whole scope and purpose of the Act of August 23d, 1907, this construction seems unreasonable. It was the evident purpose of the Legislature to compel railroads to adjust honest claims, and to decline to pay unjust ones within a reasonable time. If the railroad company could avoid the penalty by either paying or declining to pay, the statute would have very little effect in compelling the payment of just and honest claims within any reasonable time.

While the question is not free from doubt, I am inclined to think that you have authority to fix penalties both for the neglect on the part of the railroad companies to adjust overcharges and losses, and for failure to decline to do so, if deemed unjust in a reasonable time. I have prepared and enclose herein two rules to cover both features.

Yours truly,

JAMES K. HINES,
Attorney for Railroad Commission.

**LAW FORBIDDING COMMISSIONERS AND EMPLOYEES FROM IMPARTING
OFFICIAL INFORMATION.**

RAILROAD COMMISSION OF GEORGIA,
OFFICE OF SPECIAL ATTORNEY TO COMMISSION,
ATLANTA.

JAMES K. HINES,
Special Attorney.

February 3, 1909.

RAILROAD COMMISSION OF GEORGIA,
ATLANTA, GA.

GENTLEMEN: You ask me for an opinion upon the meaning of that provision of the Act, enlarging the powers of the Railroad Commission, which prohibits members and employes of the Railroad Commission from disclosing certain information.

That provision is as follows:

"Any railroad commissioner of this State or any employee of said Railroad Commission, who shall disclose or impart to any one, except when legally called upon by a Court of competent jurisdiction, any fact, knowledge of which was obtained in his official capacity from or through any proceedings filed with the said Railroad Commission under this section, shall be guilty of a misdemeanor and subject to a prosecution therefor; *provided* that this shall not apply to such facts or information obtained through public hearings or such as are not confidential in their nature," and is contained in Sec. 8 of "An Act to increase the membership of the Railroad Commission of Georgia," etc., approved August 23d, 1907.

Ga. Laws 1907, pp. 72, 77, 78.

What does this provision mean?

This prohibition against disclosing information includes two classes, to-wit: first railroad commissioners; and second, employes of the Railroad Commission. So the Railroad Commissioners and employes of the Railroad Commission are prohibited from disclosing or imparting the information mentioned in this section. So far the matter is plain.

The next inquiry is, what information is under the ban of this law? This prohibited information is "any fact, knowledge of which was obtained in his official capacity from or through any proceedings filed with "the Railroad Commission under section 8 of this Act, with the exceptions hereinafter noted.

The facts thus put under the ban of secrecy must be learned from or through proceedings filed under Section 8 of this Act, which is the section which gives the Commission authority over the issuing of bonds and stocks. No other disclosures are prohibited.

The members and employes of the Railroad Commission are prohibited from disclosing any facts, knowledge of which is obtained from or through any proceedings filed with the Commission. Whatever facts are learned from such proceedings can not be imparted to any one. Whatever facts are learned through such proceedings can not be disclosed.

The information which the members and employes of the Commission are prohibited from disclosing is as follows: 1. Facts connected with the issuing of stocks and bonds; 2. The knowledge of these facts must be obtained in his official capacity; and, 3. They must be learned from or through proceedings filed with the Railroad Commission.

There are two exceptions to this injunction of secrecy. First, members and employes of the Railroad Commission can disclose all facts and information which are obtained through public hearings. Second, they can impart such facts and information as are not confidential in their nature.

The first exception is plain enough. Whatever is disclosed at a public hearing is public property. The meaning of the second exception is not obscure. If an applicant for the approval of an issue of stocks or bonds states or communicates to the commission facts in connection with proceedings for such approval confidentially, then the members and employes of Commission can not divulge them. If the communication is not confidential, then the facts can be disclosed. In other words, whoever files with the Commission a proceeding, seeking its approval of an issue of stocks and bonds, or either, can inform the Commission, that the facts disclosed in connection therewith are confidential; and such facts can not be disclosed, unless they are subsequently brought out at some public hearing.

Under this section of this Act, the Commission, for the purpose of determining whether it will pass an order of approval, can "make such inquiry or investigation, hold such hearings*and examine such witnesses, books, papers, documents or contracts as it may deem advisable or necessary;" and in this way the Commission and its employes may, through such proceedings, gain knowledge of vital secrets of the corporation applying for the Commission's approval of an issue of securities. Primarily, this injunction of secrecy may refer to information so obtained. Such information would be obtained through such proceedings.

But such injunction of secrecy is of wider operation. It prohibits the disclosure of facts, knowledge of which is obtained *from proceedings filed with the Commission*. Would this prohibit the members and employes of the Commission from permitting persons interested or the public to inspect such proceedings or get copies thereof? Should the Secretary of the Commission refuse to furnish a copy of such proceedings to persons interested or to the public?

This is a penal statute, and is to be construed strictly. Permitting persons to inspect such proceedings or to furnish copies thereof to others would not be disclosing facts, knowledge of which was obtained from such proceedings. It would simply be furnishing the means of obtaining such knowledge as the members or employes of the Commission might have already obtained from the same.

Besides, there could hardly be any public hearing without a disclosure of these proceedings. A public hearing necessarily involves a disclosure of the pleadings.

This statute does not prohibit the disclosure of proceedings filed with the Railroad Commission, but only the disclosure of facts, knowledge of which was obtained by the members or employes of the Commission from or through proceedings filed with the Commission.

I do not give any opinion on the validity of the provision.

While this is true, it might be well for the members and employes of the Commission not to disclose such proceedings except under direction of the Commission.

JAMES K. HINES,
Attorney for Railroad Commission.

FAILURE OF PASSENGER TO PROCURE TICKET.

RAILROAD COMMISSION OF GEORGIA,
OFFICE OF SPECIAL ATTORNEY TO COMMISSION,
ATLANTA.

JAMES K. HINES,
Special Attorney.

February 4, 1909.

RAILROAD COMMISSION OF GEORGIA,
ATLANTA, GA.

GENTLEMEN: I have your letter of the 3d instant, File 6602, enclosing letter from Mr. Hiram Mullis, of the 2nd instant.

Passenger Rule No. 2 is the only rule promulgated by the Commission upon the subject referred to in the letter of Mr. Mullis. This rule provides that at all places where, by the exercise of reasonable diligence, the requisite tickets

may be purchased, it shall be the duty of all persons to provide themselves therewith before boarding trains as passengers; and if, at such a place, the person shall board a train, and has, for want of reasonable diligence on his part, failed to supply himself with the requisite ticket, the railroad company may collect for each mile that may be traveled by such person, without the requisite ticket, in addition to the maximum prescribed rate, one cent per mile additional in case of adults.

I return herein the letter of Mr. Mullis.

Yours truly,

JAMES K. HINES,
Attorney for Railroad Commission.

**RIGHT OF RAILROAD TO REFUSE SHIPMENTS IN BAD ORDER. DUTY
OF SHIPPER TO PROVE GOOD ORDER WHEN GOODS WERE
OFFERED TO CARRIER.**

RAILROAD COMMISSION OF GEORGIA,
OFFICE OF SPECIAL ATTORNEY TO COMMISSION,
ATLANTA.

JAMES K. HINES,
Special Attorney.

March 5th, 1909.

RAILROAD COMMISSION OF GEORGIA,
ATLANTA, GA.

GENTLEMEN: File G. F.—L.

I have your letter of the 4th instant, enclosing letter from Spence Drug Company, in which you ask me to furnish you an opinion upon the matter referred to in this letter.

I do not think it necessary for a claimant to furnish proof that goods shipped were in good condition when delivered to the carrier. When a carrier receives goods and carries them over its lines, the presumption of law is that they were received in good order.

Southern Railway Company vs. Waters & Co., 125 Georgia, 520.

This presumption can be rebutted.

I think the carrier can give a bill of lading for goods not in good shipping condition. In such a case, the carrier can refuse to receive such goods, but the carrier can waive this right, and receive goods in bad shape.

Yours truly,

JAMES K. HINES,
Attorney for Railroad Commission.

LIABILITY OF CARRIER WHERE GOODS ARE DESTROYED BY CYCLONE.

RAILROAD COMMISSION OF GEORGIA,
OFFICE OF SPECIAL ATTORNEY TO COMMISSION,
ATLANTA.

JAMES K. HINES,
Special Attorney.

March 23, 1909.

RAILROAD COMMISSION OF GEORGIA,
ATLANTA, GA.

GENTLEMEN: File G. F.—L.

I have your letter of the 20th instant, enclosing letter from Messrs. Paullin & Vinson, in which they wish to know if you have made any ruling on the question whether a railroad company is liable for injury to goods, caused by cyclones. So far as I am informed, you have made no such ruling.

This is a question of law. No excuse avails a common carrier for the loss of goods, unless it was caused by the act of God or the public enemies of the State. Code, Sec. 2264.

Now what is the Act of God? By the Act of God is meant any accident produced by physical causes which are irresistible, such as lightning, storms, perils of the sea, earthquakes, inundations, sudden death or illness.

Fish vs. Chapman & Ross, 2 Ga., 349-357;

Wallace vs. Clayton, 42 Ga., 443;

Central Line of Boats vs. Lowe, 50 Ga., 511.

The Act of God excludes all idea of human agency.

Fish vs. Chapman & Ross, 2 Ga., 357.

If by any care, prudence or foresight, the thing could have been guarded against, then it is not unavoidable and is not the Act of God.

Central Line of Boats vs. Lowe, 50 Ga., 511.

Under these authorities of our Supreme Court, a cyclone is the Act of God. No human foresight, care or prudence can prevent one. It is irresistible. It is the highest display of superhuman force and power.

A man may dig a pit, get in it, and escape its force and fury; but there is no escape for the railroad and its cars, which are in the line of its track.

In my opinion, the railroad company is not liable to these gentlemen for injury to their car of acid, which was struck and injured by the Cuthbert cyclone.

I return herein the letter of Messrs. Paullin & Vinson.

JAMES K. HINES,
Attorney for Railroad Commission.

DISCRIMINATION. RIGHT OF SAVANNAH UNION STATION COMPANY TO
DENY PRIVILEGES TO ONE BAGGAGE COMPANY WHICH IT
EXTENDS TO ANOTHER SUCH COMPANY.

RAILROAD COMMISSION OF GEORGIA,
OFFICE OF SPECIAL ATTORNEY TO COMMISSION,
ATLANTA.

JAMES K. HINES,
Special Attorney.

March 25th, 1909.

RAILROAD COMMISSION OF GEORGIA,
ATLANTA, GA.

GENTLEMEN: File 7270. The Atlantic Postal Telegraph Cable Company vs. Savannah Union Station Company.

I have your letter of the 11th inst., in which you sent me the file in the above case, and wish my opinion upon the question whether you can compel the Savannah Union Station Company to rent to the Atlantic Postal Telegraph Cable Company, space in its depot at Savannah for the purpose of enabling this telegraph company to carry on its business in that place.

The Savannah Union Station Company owns and operates the Union Depot in Savannah and undertakes to furnish a place where the several railroads can discharge passengers and their baggage, and receive passengers and their baggage for transportation over these several lines of railways. Sub mode, this company is a carrier of passengers for hire. It owes to the public the duty of furnishing suitable facilities for receiving and discharging passengers and their baggage. It must furnish to all passengers alike and without discrimination these facilities. Its property is impressed with a public use to this extent alone. The public have no rights in this property, except to this extent. Its property is not a common for the use and enjoyment of all who may come along.

This is the rule established by the Supreme Court of Georgia, and the Railroad Commission of Georgia is bound by the law as expounded by our Supreme Court.

The dominion of a terminal company over its depot and its appurtenances is no less complete than that which every owner has over his own property.

Such a corporation may exclude whom it pleases, when they come to transact their own private business with passengers or third persons, and admit whom it pleases, when they come to transact such business.

Fluker vs. Ga. R. & Bk. Co., 81 Ga., 461.

In its character as a common carrier and relatively to its duties and obligations arising therefrom, the Savannah Union Station Company can not grant to any person, or persons, rights or privileges which it refuses to others, but must treat all alike. It must feed all its patrons out of the same spoon.

Kates vs. Atlanta Baggage & Cab Co., 107 Ga., 636.

As to matters involving no duty to the public, the Savannah Union Station Company, in the management and control of its property, may grant conces-

sions to some which it denies to others. It can grant to a single corporation or individual the exclusive right to use space in its depot for the transmission of telegraphic information, if it affords to all passengers alike proper and suitable facilities for entering its depot to purchase tickets and take passage, and for checking of cars, and affords to them like facilities for leaving its depot and obtaining their baggage on presenting checks therefor.

Kates vs. Atlanta R. & C. Co., 107 Ga., 637;

Atlanta Terminal Co. vs. Am. Baggage Co., 125 Ga., 677;

Hart vs. Atlanta Terminal Company, et al., 128 Ga., 754.

It is private property between the carrier and those of the general public who have no occasion to use it for purposes of transportation.

Donovan vs. Penn. Co., 199 U. S., 279.

Hart vs. Atlanta Terminal Co., 128 Ga., 768.

Much can be said in favor of the Georgia rule. If this company can be compelled to furnish space in its depot for the Postal Telegraph Company, it could be compelled to furnish space for any other telegraph company. It could be compelled to rent space to the Telepost Company. It could be compelled to furnish a place for all the telegraph companies to do business in its depot. It is now customary to rent space for a restaurant in these terminal stations. If the principle contended for by the Postal Telegraph Company is correct, the Commission could compel the Savannah Union Station Company to rent space to all persons who wish to run a restaurant in its depot. It is usual to rent space for a cigar, soda water and news stand in these terminal stations. If the principle contended for by the Postal Telegraph Company is correct, the Commission could compel the Savannah Union Station Company to rent space for all persons who wish to conduct a cigar, soda water and news-stand. It is a common practice now for a terminal company to rent space in its depot for a barber shop. If the principle contended for is correct, the Savannah Union Station Company will have to rent to all applicants, spaces for barber shops. It is usual for these terminal companies to rent space to some express company for the conduct of its express business. If the principle contended for is correct, the Savannah Union Station Company would have to rent to all express companies who applied to it for space the right and privilege of conducting their respective businesses in its depot building.

In this way, this Company would have no space left for the conduct of its own business. To adopt the opposite of the Georgia rule would subject the public to a great deal more annoyance and inconvenience than to adhere to the rule established by the Supreme Court of Georgia and the Supreme Court of the United States.

It is my opinion that the Railroad Commission of Georgia has not the authority to compel the Savannah Union Station Company to rent space in its depot at Savannah to the Postal Telegraph Company for the purpose of enabling the latter company to conduct its telegraph business in that depot.

JAMES K. HINES,

Attorney for Railroad Commission.

FREE TRANSPORTATION TO FAMILIES OF LOCAL ATTORNEYS.

RAILROAD COMMISSION OF GEORGIA,
OFFICE OF SPECIAL ATTORNEY TO COMMISSION,
ATLANTA.

JAMES K. HINES,
Special Attorney.

March 26th, 1909.

RAILROAD COMMISSION OF GEORGIA,
ATLANTA, GA.

GENTLEMEN: I have received in due time your letter of the 12th instant, enclosing letter of C. S. Reid, Esq., of Palmetto, Ga., and in which letter you request me to furnish the Board with my opinion as to the right under the law of the Atlanta & West Point Railroad to issue the transportation referred to in the letter of Mr. Reid.

On October 29th, 1907, the Commission issued General Order No. 3, which provides "that after the 31st day of December, 1907, no railroad company or other common carrier, subject to the jurisdiction of the Railroad Commission of Georgia, shall be allowed to issue or honor any free ticket, free pass or free intra state transportation for passengers between any points in this State, except upon the terms provided for interstate free transportation by the Act of Congress, approved June 29th, 1906, known as the Hepburn Act."

By the Hepburn Act, a common carrier can give free transportation to its employes and their families, its officers, agents, surgeons, physicians and attorneys at law.

In construing this provision of the Hepburn Act, the Interstate Commerce Commission has held that a common carrier can not issue free transportation to the families of the local attorneys of railways.

The Commission of Georgia has uniformly adopted as its construction of the Hepburn Act, the construction placed thereon by the Interstate Commerce Commission.

It is insisted by Mr. Reid that this transportation is a part of his compensation for services rendered the Atlanta & West Point Railroad Company, as its local attorney in Campbell County; and that for this reason, it is not free transportation. There is some merit in this contention; but the construction put on the Hepburn Act by the Interstate Commerce Commission, which construction the Railroad Commission of Georgia follows, does not permit such compensation. It is uncertain and indefinite. It may amount to much or little.

By adopting this contention, local attorneys of railways might make contracts with railways, by which such railways could issue transportation to any person or persons, whom the local attorneys might designate, other than members of their families, as a part of their compensation for representing such companies in their immediate localities. There is no difference in principle, between issuing such transportation to the families of local attorneys than in issuing them to the servants and employes of such attorneys, or to any other persons to whom the attorneys might wish such transportation issued.

In my opinion, it would be better for local attorneys to have provisions in their contracts of employment, for the payment of their services in the coin of the realm and not in transportation to others than themselves; and it is further my opinion that the issuing of such transportation is prohibited by General Order No. 3 of the Commission.

I return herein the letter of Mr. Reid.

Yours truly,

JAMES K. HINES,
Attorney for Railroad Commission.

INTERCHANGEABLE MILEAGE RULES.

RAILROAD COMMISSION OF GEORGIA,
OFFICE OF SPECIAL ATTORNEY TO COMMISSION,
ATLANTA.

JAMES K. HINES,
Special Attorney.

April 21, 1909.

RAILROAD COMMISSION OF GEORGIA,
ATLANTA, GA.

Gentlemen: Your letter of the 12th instant, enclosing letter from Judge John I. Hall, came duly to hand. Judge Hall, in his letter, requests the views of the Commission on "the propriety of issuing a coupon book and having the coupons exchanged for straight tickets when the holder of the coupon book desired to travel at the reduced rate."

In your letter, you ask me to furnish you my opinion upon this subject and upon the right of a carrier to expel a passenger failing to comply with the regulations requiring the exchange of the mileage coupons for a ticket.

Carriers of passengers may eject from their conveyance all persons refusing to comply with reasonable regulations.

Code, Sections 2278 and 2296.

Carriers of passengers may demand prepayment of fare.

Code, Section 2267.

A carrier of passengers has a legal right to make reasonable rules and regulations for the conduct of its business in the transportation of passengers.

Southern Railway Co. vs. Watson, 110 Ga., 601.

Now, the question is, whether the regulation, constituting a part of the contract, under which these mileage books are sold, and by which it is stipulated that the mileage books will not be honored for passage, except at non-agency stations and at agency stations which are not open for the sale of tickets, unless the coupons of the mileage books are exchanged for straight tickets, is reasonable?

In my opinion such regulation is reasonable.

The purchaser of one of these thousand mile tickets from a railway company enters into a contract with that company. One of the terms of this contract is,

that coupons from these mileage books will not be honored on trains, except at non-agency stations and agency stations not open for the sale of tickets, but must be presented at ticket offices and there exchanged for continuous passage tickets, which continuous passage tickets will be honored for passage, when presented in connection with the mileage books.

This is a special contract, by which the purchaser of a mileage book gets a reduced rate; and he is bound by the terms of the special contract.

Moses vs. East Tenn., Virginia & Georgia R. R., 73 Georgia, 356;

Lewis vs. W. & A. R. R. Company, 93 Ga., 295.

In the absence of such special contract, such regulation might be void.

Phillips vs. Georgia Railroad & Banking Co., 93 Georgia, 356.

Before the inauguration of the sale of these mileage books, with this stipulation in it, the railroads submitted to the Commission their plan of issuing these books, together with the terms and conditions upon which they would issue the same; and on March 26th, 1908, the Commission approved this plan and these terms and conditions.

So, in my opinion, this regulation is a reasonable regulation; and the passenger failing to comply therewith, can be expelled from the train. This regulation in and of itself is reasonable. This regulation is reasonable, because it is based upon a special contract entered into between the purchaser and the railway company, selling the mileage book. It is furthermore reasonable, because the Commission has approved the plan and the terms and conditions under which the railways sell these tickets. I return herein the file in this matter.

Yours truly,

JAMES K. HINES,

Attorney for Railroad Commission.

EXPENSES AND APPROPRIATIONS OF VARIOUS STATE RAILROAD AND CORPORATION COMMISSIONS.—THESE FIGURES COMPILED FROM RECORD IN OFFICE OF THE RAILROAD COMMISSION OF GEORGIA FURNISHED BY THE DIFFERENT COMMISSIONS THEMSELVES.

GEORGIA.

Five Commissioners:

Chairman at a salary of	\$ 4,000.00	per annum
Four Commissioners, \$2,500 each	10,000.00	" "
Secretary, salary	2,000.00	" "
Rate expert, salary and expenses	4,000.00	" "
Special attorney to Commission, salary	2,500.00	" "
Stenographer, salary	1,200.00	" "
Contingent fund	3,000.00	" "
Printing fund	2,000.00	" "
Total	\$28,700.00	" "

VIRGINIA.

Three Commissioners, \$4,000 each	\$12,000.00	per annum	
Clerk to the Commission, salary	2,500.00	"	"
Assistant clerk, salary	1,800.00	"	"
Assessment clerk, salary	1,500.00	"	"
Two additional clerks, \$1,200 each	2,400.00	"	"
Balliff, salary	1,200.00	"	"
One stenographer, salary	1,200.00	"	"
Two stenographers, salary, \$900.00 each	1,800.00	"	"
Messenger, salary	600.00	"	"
Janitor, salary	720.00	"	"
Contingent fund	3,380.00	"	"
Total	\$29,100.00	"	"

Printing is paid for out of a special fund to cover all State departments and no record of this expense is kept.

TEXAS.

Salaries of three Commissioners	\$12,000.00	per annum	
Salary of secretary	1,700.00	"	"
Salary of one rate clerk	1,500.00	"	"
• Salary of one general clerk	1,200.00	"	"
• Salary of one general clerk	1,200.00	"	"
Salary of one porter	360.00	"	"
Salary of one expert accountant	2,700.00	"	"
Salary of one assistant expert accountant and rate clerk..	1,800.00	"	"
Salary of one expert rate clerk	2,700.00	"	"
Salary of one expert assistant rate clerk	2,500.00	"	"
Salary of civil engineer	2,100.00	"	"
Salary of one stenographic clerk	900.00	"	"
For contingent expenses, etc.	5,900.00	"	"
Total	\$36,560.00	"	"

MINNESOTA.

Three Commissioners, \$3,600 each	\$10,800.00	per annum	
Secretary, salary	2,600.00	"	"
Assistant secretary, salary	2,400.00	"	"
Chief clerk	1,800.00	"	"
Stenographer	1,200.00	"	"
Stenographer	1,020.00	"	"
Clerk	720.00	"	"
Clerk	600.00	"	"
Contingent fund (average)	12,000.00	"	"
Total	\$33,140.00	"	"

Appropriations aggregating \$60,000 have also been made thus far to provide for cost of valuation of railroad properties in Minnesota. It is estimated that the actual cost of this work when completed will be approximately \$70,000.

MASSACHUSETTS.

Three Commissioners:

Chairman at a salary of	\$ 6,000.00	per annum
Two Commissioners, \$5,000 each	10,000.00	" "
Clerk, salary	3,000.00	" "
Assistant clerk, salary	1,800.00	" "
Consulting engineer, salary	3,000.00	" "
Accountant, salary	2,500.00	" "
Seven inspectors, \$2,000 each	14,000.00	" "
Expenses of the office—advertising, lighting, expert services, expressage, furniture, janitor, publications, postage, print- ing annual report, printing and binding, traveling expenses, rent of office, stationery and office supplies, etc.	25,219.20	" "
Total	\$65,519.20	" "

ILLINOIS.

Three Commissioners, \$3,500 each	\$10,500.00	per annum
Secretary, salary	1,500.00	" "
Assistant secretary, salary	1,500.00	" "
Consulting engineer, salary	3,000.00	" "
Expert rate clerk, salary	3,000.00	" "
Reporter and stenographer, salary	1,200.00	" "
Inspector of safety appliances, salary	1,500.00	" "
Suits and investigations	6,000.00	" "
Office expenses	4,000.00	" "
Printing and expressing maps	2,000.00	" "
Printing schedules, etc.	1,000.00	" "
Total	\$35,200.00	" "

OHIO.

Three Commissioners, \$5,000 each	\$15,000.00	per annum
Secretary, salary	2,500.00	" "
Two clerks, \$2,000 each	4,000.00	" "
Salary and expenses of experts and inspectors	8,291.71	" "
Traveling expenses of Commissioners	600.00	" "
Furniture and carpets	1,262.66	" "
Rent	2,000.00	" "
Salary and expenses of automatic coupler inspection.....	2,500.00	" "
Miscellaneous expenses	2,315.54	" "
Total	\$38,469.91	" "

RULES GOVERNING APPLICATIONS FOR APPROVAL OF STOCK AND BOND ISSUES.

RULE 1.

Application must be sworn to.

All applications shall be by written petition, verified by the president, or other officer of the corporation, or other competent evidence, setting forth the information hereinafter required.

RULE 2.

What applications must show.

All applications for the issue of stocks, bonds, or notes, as contemplated in the Act approved August 22, 1907, by any railroad company, shall state the terminal and route of the same; shall set out the actual length of the main line of said railroad; the double tracking, if any; the approximate length of its sidetracks; the gauge of the tracks; the maximum grade; the maximum degree of curvature; the width of right of way; the cost of right of way; a description of terminals, grounds outside of the right of way, and cost and value of same; a description of station grounds at points between terminals outside of the right of way, and the cost of same; the weight of the rail; a schedule of equipment, both motive power and cars of every description, and the cost of same; a description of repair and machine shops; and also a statement, or best attainable estimate, of the number of cubic yards of excavation and embankment in the construction of its roadbed. Said petition shall also give a general description of its station buildings, bridges, and other structures.

Applications by roads not built.

In cases of applications by or in behalf of a railway company whose line is not already built, but contemplated, and in cases of applications by or in behalf of a railway company whose line is at the time partly constructed, or is to be extended, then descriptions and explanations are to be set out mutatis mutandis, and as nearly so as practicable to the same effect and intent as hereinabove provided touching existing roads.

RULE 3.

Financial statement.

Said petition, whether by railroad company or any other applicant, shall also contain in addition to full description of its property a sworn statement in detail of the financial condition of the company, giving the amount and kinds of the capital stock, bonds, and other obligations outstanding; the consideration on which the same were issued clearly and fully stated; the rate and amount of dividends declared thereon, and all other items of outstanding indebtedness; and as to all, whether and how secured, and if secured by mortgage or pledge, a copy of the instrument shall be annexed to the petition; and said petition shall also contain a statement of the amount of any of its stock held by other corporations, and the names of and the amount held by each; and all facts needed to show that the capitalization and proposed capitalization of said company is lawful and legitimate and does not violate either the laws or the Constitution of this State, or the United States.

In case the petitioning corporation or party shall have already or previously made and filed a report to this Commission showing its capitalization and finan

cial condition in compliance with the standing order on that subject, the matter thus already reported need not be again repeated in the application, but may be made part thereof by appropriate form of reference, with any new facts or data added to bring the recital down to date.

Information need not be repeated.

RULE 4.

Said petition shall contain a statement of the amount and kind of stock which the corporation desires to issue; and a tabulated statement of bonds or notes which the corporation desires to issue, the terms and rate of interest, and whether and how to be secured, and if to be secured by a mortgage or pledge, a copy of the same shall be attached.

Tabulated statement of desired issues.

RULE 5.

Said petition shall contain a statement of the use to which the capital to be secured by the issue of such stock, bonds, or notes is to be put, with a definite statement of how much is to be used for the acquisition of property; how much for the construction and equipment of power plants; how much for car sheds, and the completion, extension, or improvement of its facilities or properties; how much for the improvement and maintenance of its service; how much for the discharge or lawful refund of its obligations, or for lawful corporate purposes, falling within the spirit of section 8, of the Act approved August 22, 1907.

Use of proceeds from desired issues.

RULE 6.

Said petition shall contain a statement in detail of the property which is to be acquired, with its value, a detailed description of the construction, completion, extension, or improvement of its facilities set forth in such a manner that an estimate may be made of its cost; a statement of the character of the improvement of its service proposed, and the reasons why the service should be maintained from its capital; if it is proposed to discharge or refund its obligations, a statement of the nature and description of its obligations, including their par value and the amount for which they were actually sold, and the application of the proceeds arising from such sale.

Property to be acquired.

How service is to be improved.

RULE 7.

Said petition shall contain a statement showing whether any contracts have been made for the acquisition of such property, or for such construction, completion, extension, or improvement of its facilities, or for the disposition of any of its stocks, bonds, or notes which it is proposed to issue; and if any such contracts have been made, copies thereof must be attached to the petition, as well as a statement showing how much money or other thing of value has been received by the corporation under such contract.

Copies of all contracts to be filed.

RULE 8.

Said petition shall contain a statement showing whether any of the outstanding stock, or bonds, or notes, as contemplated in the Act of August 22, 1907, have been issued or used in capitalizing any franchise or any right to own, operate or enjoy any franchise, or any contract for consolidation or lease, or for services rendered or to be rendered, or a bonus to any person or persons natural or artificial, and if so, shall state the amount and character thereof, and the franchise, right, contract, or lease, services or bonus, so capitalized.

Capitalizing franchises, etc.

RULE 9.

Consolidation
or merger.

If the stock is to be issued by a new corporation to be formed by a merger or consolidation of two or more other corporations, the petition shall contain a complete description of the properties to be consolidated, and a complete statement of the financial condition of the corporations so consolidated of the kind set out herein in Rule No. 3.

RULE 10.

Reference
where char-
tered by gen-
eral law.

Attached to said petition must be a certified copy of the charter, if granted by the legislature, or accurate citations to volume and page if to be found in the published laws; or a copy of the petition filed with the Secretary of State, or any court, and a certificate of incorporation issued by the Secretary of State, or court, if incorporated under a general law; duly certified copies of all certificates, statements, or records which modify, change, or extend the purposes or powers of such corporation.

RULE 11.

Law must be
compiled
with.

Said petition shall set out in detail all acts done by said corporation in obedience to the laws of the State, applicable to such desired issue or increase of capital or issue of bonds, and shall fully and affirmatively show that all requirements of the laws of Georgia have been fully complied with.

RULE 12.

Petitioners to
make further
report.

Said petition shall state fully the method and instrumentalities proposed for carrying into effect with safety to the petitioners and the public the purposes stated, and for complying with all conditions imposed by law or by the Commission, and expressing the readiness of petitioners to make report of actings and doings under the same as the Commission may require.

RULE 13.

Hearings be-
fore Commis-
sion.

On receipt of the petition, the Commission shall fix a time and place for hearing thereon, and shall give to the applicant not less than ten days' notice thereof, either personally or by mail; the applicant shall publish a notice of the application and the time and place of the hearing in such newspapers and at such times as the Commission shall direct. The Commission may prescribe the terms and contents of such publication. The Commission may at the request of the applicant, or on its own motion, prescribe a shorter notice for such hearing and modify its directions for publication accordingly. At the hearing the applicant shall produce such witnesses and furnish such books, papers, documents, and contracts as the Commission shall at any time before final decision on the application require, and must establish to the satisfaction of the Commission that the proposed issue of stocks, bonds, notes, or other evidence of indebtedness is for the benefit of the public service, and is otherwise lawful.

RULE 14.

All proceeds
must be used
for purposes
approved.

On the conclusion of the hearing, or so soon thereafter as circumstances permit, the Commission will make up its opinion and frame its order upon the facts appearing in each instance and the law applicable thereto. Each application will be kept open and further order may be made from time to time as may be needful for the security and protection of all concerned, and for a due compliance with law and the orders of this Commission. All bonds and stocks when

authorized by the Commission, and the proceeds of the same, must be used for the purpose or purposes authorized, and for none other, under pain of the penalties in such case provided by law.

RULES AND REGULATIONS OF THE BOARD AS TO DUTIES OF COMMISSIONERS AND EMPLOYEES.

RULE 1.

The regular public meetings of the Board shall begin on Thursdays of each week at ten o'clock A. M., and there shall be such other meetings as may be called by the Chairman on his own motion or on request of any two members, of which meetings due notice shall be given.

A quorum of the Board, unless called away by other duties, will also attend daily at the office of the Board for such routine business as does not require a full Board.

RULE 2.

It shall be the duty of the Chairman to preside at all meetings of the Board; to preserve strict order; to procure at all times the correct meaning and sense of the Board; to conduct the business of the Commission when in session under the parliamentary rules adopted by the Board as set forth in Rule No. 10.

**Duties of
Chairman.**

The Chairman shall be the Chief Executive Officer of the Board; shall conduct its correspondence; attend at the office of the Board as required by law; see that all orders and rules of the Board are duly carried into effect, and that all officers and employees perform their duties as required by said orders and rules and as required by law.

The Chairman will report to the Board so far as needful and reasonable what has been done during intervals between meetings, and also any new matters or questions with his recommendations touching the same, but reserving for action of the body all new matters and cases.

RULE 3.

There shall be a Vice-Chairman who shall act in the absence or inability of the Chairman.

**Vice-
Chairman.**

RULE 4.

It shall be the duty of the Rate Expert to keep himself fully informed touching rate conditions and rate problems as existing, and as new conditions arise or changes occur, or are proposed from time to time; and to keep or cause to be kept a file or files, as complete and up to date as is practicable, of all rates and rate sheets, arranged in best and easiest form for correct and ready reference, and to submit all needful views and recommendations on such conditions and problems or questions, as may be referred to him from time to time, or on his own suggestion, as may be in his judgment needful for the public interest, or for the interest of parties concerned.

**Duties of
Rate Expert.**

It shall be his duty to furnish to the Commission expert information and advice on all matters brought before it involving rates, and to attend for that purpose all the hearings where any question of rates is or may be involved.

He shall perform such other duties touching general or special work of the

Commission whether pertaining to his own or any other department, as may be required by the Commission or by law.

The assistant in his department shall be under his direction for the due performance of his duties as such, subject to the direction of the Commission.

RULE 5.

Commissioners to reserve opinions until executive session.

Every member of the Board will, in all cases, reserve his opinion, and in no way commit himself in advance touching the merits of any matter or question to be passed upon by the Board, or that should be dealt with by it, until the facts and evidence is all submitted and the Board considers the same in executive session. In all matters which relate to the making of rates and which may become the subject of litigation, no member shall make any statement after such matter has been decided by the Board which may be or is liable to be treated as an admission prejudicial to the action of the Board. In all cases, and on all questions, any member may file his dissenting opinion when in the minority, or his reasons and grounds for his opinion when in the majority.

RULE 6.

Standing Committees.

There shall be the following standing committees appointed by the Chairman consisting of two members each; but the Chairman shall be an ex-officio member of all, both standing and special committees, namely:

1. Committee on Minutes.
2. Committee on Auditing and Accounts.
3. Committee on Bond and Stock Issues.
4. Committee on Loss, Damage, and Demurrage.
5. Committee on Tracks, Sidings, and Depots.
6. Committee on Train Schedules and Train Service.
7. Committee on Passenger and Freight Rates.

Together with such special committees as the Board may from time to time direct.

RULE 7.

Duties of Secretary.

It shall be the duty of the Secretary to record all proceedings of the Board in the book of minutes. He shall be the custodian of all the books and papers of the Board, and shall systematically care for and preserve the same for ready reference and the correct transaction of the Board's business. He shall see to the correspondence of the Board under direction of the Chairman and of the Board as by these rules provided. He shall nominate all employees in his department for ratification by the Board, and shall have control of them in the performance of their duties under these rules, and shall see that the office is systematically and neatly kept, and open for business during business hours, namely, from eight-thirty A. M. to one o'clock P. M., and from 2 o'clock P. M. to five o'clock P. M., each day, except Sundays and legal holidays, and on Saturdays from eight-thirty A. M. to twelve o'clock noon.

Office hours.

He shall have charge of the expenditure of the funds provided for the expenses of the Board and its employees under direction of the Board, and shall keep an accurate account of the same, submitting such accounts with proper vouchers to the Auditing Committee, or as may be called for by the Chairman or by the Board or by said committee from time to time.

RULE 8.

A majority of the Board shall constitute a quorum for the transaction of business. **Quorum.**

RULE 9.

When any action of the Board is to be promulgated or published, the same shall be recited as "By the Board," and shall be authenticated by the official signature of the Chairman and the Secretary. When any matter is published by a member or officer of the Board, the same is his individual act or declaration, and not the act of the Board, unless recited on its face that the Board has so ordered or decided. **Official Orders.**

RULE 10.

At every regular meeting of the Board the following shall be the order of business, unless otherwise ordered by a majority of the members present in each instance: **Order of business.**

1. Noting absentees and ascertaining quorum present.
2. Corrections and approval of the Minutes.
3. Special orders.
4. Report of Committee on Auditing and Accounts.
5. Reports of Standing Committees in their order.
6. Report of special committees.
7. Recommendations by the Chairman.
8. Petitions and communications.
9. Unfinished business.
10. New business.
11. Adjournment.

RULE 11.

The rules governing the Senate of the State of Georgia for the time being where applicable are the rules for the government of this Board in its deliberations. **Parliamentary rules.**

RULE 12.

These rules and regulations may be altered or amended at any time by a vote of a majority of the Board, provided notice of proposed alteration or amendment shall have been given at the last preceding regular meeting of the Board. Or the same may be altered or amended at any regular meeting of a full Board by unanimous vote without any previous notice. **Rules may be altered.**

RULE 13.

In all matters not specifically mentioned or provided for in the foregoing rules, action may be had as under established usage and the law the Board may order, according to the facts and the necessities of the case in each instance. **Matters not covered by rules.**

RULE 14.

The Attorney to the Railroad Commission shall have charge of all litigation to which the Board may be a party or in which the Commission is concerned, acting or being associated with the Attorney-General in special cases or matters provided by law. **Attorney to Commission.**

Said Attorney shall be the legal advisor and counsel of the Commission in all matters of special legal knowledge or skill, when called on, or needed for the correct conduct of the business of the Commission.

FORMAL COMPLAINTS AND PETITIONS FILED WITH THE RAILROAD COMMISSION SINCE ITS THIRTY-FIFTH ANNUAL REPORT.

The following statement covers only complaints and petitions, or contested matters, handled by the Commission, beginning June 16, 1908, up to and including February 28, 1909.

Informal complaints addressed to the Commission, such as requests for rate quotations, interpretations of rules, classifications and other matters vastly exceed in number those covered by this statement. While such informal communications receive the same care and attention as those of a formal nature, they are handled under a general file index and not given a file number, as the subjects here enumerated.

It will be noted that, in some instances, where some principle or rule of procedure before the Commission is laid down, portions of the record in the cases are copied. This is done, with the purpose of informing any one desiring to file a complaint or petition with the Commission, as to the form of petition, and as to what the Commission has ruled in such cases.

It will be noted also that in many instances the name of the case, nature thereof, date and disposition only are given. In such cases, no new rule or principle is laid down, but disposition was effected in the ordinary course of handling.

In these cases, as in all others, the files of the Commission are open to inspection by the public and for their information as to the methods employed by the Board in handling, etc.

FILE NO. 8134.

FLINT RIVER POWER COMPANY: Petition for approval of stock and bond issues.
Filed in office June 16, 1908.

PETITION.

To the Honorable The Railroad Commission of Georgia:

The petition of Flint River Power Company, a corporation of the State of Georgia, respectfully shows:

I. That your petitioner was organized under the laws of Georgia by virtue of a charter granted by the Superior Court of Bibb County, in said State on April 20, 1908, for the purpose, among other things, of engaging in a general electrical and power business and manufacturing, generating distributing and selling electrical and other power, for light, heat, power or other uses, to and for individuals, corporations, or the public generally, and for the purpose of constructing, purchasing, owning and operating power plants and power distributing systems.

II. That your petitioner's office and place of business is in the city of Macon,

in Bibb County, State of Georgia; that W. J. Massee is the President and Walter T. Johnson is the Secretary of said company and the directors are: W. J. Massee, John T. Moore and Walter T. Johnson.

III. Pursuant to rule three of the rules of the Commission governing applications for stock and bond issues, your petitioner, respectfully shows that the charter of said company provides that the amount of the capital stock thereof shall be One Thousand Dollars; that all of said stock has been issued and payment thereof in full has been received by the company; that your petitioner has no indebtedness and has no property except the proceeds of said stock so issued.

IV. Pursuant to the fourth of said rules, your petitioner shows that it contemplates the issuance of bonds and stock by itself, successors, or assigns, as hereinafter more fully set out:

(a) Ten million dollars (\$10,000,000), bonds secured by a mortgage or deed of trust covering all property owned by the issuing company at the time of the delivering of the same and property thereafter to be acquired, bearing interest at not exceeding six per cent. (6%) per annum, in denominations of one hundred dollars (\$100), or multiples thereof, and maturing not more than forty (40) years from date, said bonds to be issued upon the delivery of said mortgage or deed of trust or from time to time thereafter in the discretion of the corporate authorities of the company. A copy of the mortgage or deed of trust can not be furnished, because its terms have not yet been agreed upon, but a copy will be filed with the Commission at the time of the issuance thereof.

(b) Twelve million dollars (12,000,000) common capital stock.

V. The purpose and use for which the above described issues of securities are to be made, are the acquisition, by construction or purchase or both, of a modern hydro-electric power plant or plants on the Flint River in Crawford, Meriwether, Taylor, Talbot and Upson Counties, in said State, consisting of a dam, or dams, power-house or power-houses, hydraulic and electrical machinery, with necessary facilities and properties, including transmission lines, lands, flowage rights, franchises, easements and privileges, with a capacity of approximately forty thousand (40,000) electrical horse-power;

As it will be inexpedient and impracticable for your petitioner to construct such power plant, it is contemplated that a contract for the whole of such construction and for the acquisition of the necessary property will be made with a company which will have special facilities for such construction work, and it is contemplated further that the bonds and capital stock which will be issued by the company as recited hereinabove will be used to pay for such work as a whole; it is therefore impossible for your petitioner to state the amount which shall be necessary for the construction of individual parts of the proposed development.

VI. So far as may be done at this time your petitioner has stated in paragraph five, above, such facts as are required to be presented to the Commission by the sixth of said rules, on account of the engineering difficulties that may be presented by reason of the unusually large size and character of this development and other contingencies that can not now be foreseen, it is impossible to state with more particularity than has been stated above the plans and detailed description of the proposed development.

VII. Pursuant to rule seven, your petitioner shows that no contracts are in force for the construction, completion, extension or improvement of its facilities or for the disposition of any of its stock or bonds which it is proposed to issue or for the purchase of property.

VIII. In conformity with rule eight, your petitioner states that it has no outstanding stock, or bonds, or notes, which have been issued or used in capitalizing any franchise or any right to own, operate or enjoy any franchise, or any contract for consolidation or lease, or for services rendered or to be rendered, or a bonus to any person or persons natural or artificial.

IX. As your petitioner was not formed by a merger or a consolidation, the ninth rule is inapplicable.

X. Referring to the requirements of rule ten, a certified copy of your petitioner's charter is herewith filed with the Commission; no certificates, statements or records exist which modify, change or extend the purpose or powers of your petitioner.

XI. Pursuant to rule eleven, your petitioner states that on May 5, 1908, the incorporators and stockholders of your petitioner at legally held meeting thereof, respectively, adopted formal resolutions authorizing the within application.

XII. Pursuant to rule twelve, your petitioner states to the Commission that the construction of the proposed development will be made under the supervision of experienced and competent engineers to the intent that such construction may be made with safety to your petitioner and the public generally, and your petitioner further states that it will comply with all conditions imposed by law.

Wherefore, your petitioner, Flint River Power Company, respectfully prays that the Railroad Commission make such inquiry or investigation as it may deem advisable or necessary concerning the matters presented herein, and that upon full consideration the Commission enter an order approving and authorizing the issues of securities above specified in the amounts and for the purpose and use above set forth by your petitioner, its successors or assigns, and providing that such amendments as may hereafter be made to the said charter under the laws of Georgia be without prejudice to such approval and authorization.

And your petitioner will ever pray, etc.

FLINT RIVER POWER COMPANY,

By W. J. MASSEE, President.

WALTER T. JOHNSON, Secretary.

GEORGIA, FULTON COUNTY:

Personally appeared before me, an officer duly authorized to administer oaths, W. J. Massee, who, being duly sworn, deposes and says that he is the President of Flint River Power Company, the petitioner in the foregoing application, and that he knows the contents of said petition and that the same are true.

Sworn to and subscribed before me this

7th day of May, 1908.

GEO. F. MONTGOMERY,
Sec. R. R. Com. of Georgia.

W. J. MASSEE.

**ORDER: IN THE MATTER OF THE APPLICATION OF THE FLINT RIVER POWER COMPANY
FOR APPROVAL OF CERTAIN BONDS AND STOCKS.**

The foregoing application of the Flint River Power Company for leave to issue certain stocks and bonds, coming on to be heard, and the Railroad Commission having made such inquiry or investigation and held such hearings and examined such witnesses, books, papers, documents and contracts as it deems advisable or necessary, and being satisfied that the issuance of such bonds and stocks are necessary, and that the amounts of said issues are such as are reasonably required for the use and purpose named in the application;

It is considered, ordered and adjudged by the Railroad Commission of Georgia that the prayer of the petitioner be and the same is hereby granted, and that the Flint River Power Company, its corporate successors and assigns, be and hereby is authorized, when the company's charter shall be amended and a certified copy of said amendment filed in the office of the Railroad Commission of Georgia, which said amendment shall authorize such an amount of capital stock that the issue of stock hereinafter provided for shall not exceed the amount named in such charter at the time of such issuance, to issue Twelve Million (\$12,000,000) dollars common stock and is also authorized to issue Ten Million (\$10,000,000) dollars mortgage bonds, bearing interest at not exceeding six per cent. (6%) per annum, in denominations of one hundred (\$100.00) dollars or multiples thereof, and maturing not more than forty (40) years from date, said bonds to be secured by mortgage or deed of trust upon all of the property then owned by the issuing company, and thereafter to be acquired for the use and purpose of acquiring, by construction or purchase, or both, a modern hydro-electric plant or plants on the Flint River in Crawford, Upson, Taylor, Talbot and Meriwether Counties, in said State, and a dam or dams, power-house or power-houses, hydraulic or electrical machinery and necessary facilities and properties, including transmission lines, land, flowage rights, easements, franchises and privileges with a capacity of approximately forty thousand (40,000) electrical horse-power;

It is further ordered that the Flint River Power Company report to this Commission within ninety days from date and thereafter quarterly, showing in detail what disposition has been made of the issues of stock and bonds herein authorized to be issued by it; but this duty is imposed upon said Flint River Power Company alone and it shall not be incumbent upon the purchasers or holders of such bonds or stocks to see that the said the Flint River Power Company complies with this provision of this order.

By order of the Commission this 8th day of May, 1908.

Signed, S. G. McLENDON, Chairman.

Attest:

GEO. F. MONTGOMERY, Secretary.

FILE NO. 8135.

MERRITT GROCERY COMPANY,
vs.
SOUTHERN RAILWAY COMPANY.

} Claims for loss, damage and over-
charge.
} Filed in office June 17, 1908.

FILE NO. 8136.

A. S. FOSTER,
 vs.
 SOUTHERN RAILWAY COMPANY.

} Claim for lost shipment Memphis,
 Tenn., to Atlanta, Georgia.
 } Filed in office June 17, 1908.

FILE NO. 8137.

E. H. KALMON,
 vs.
 CENTRAL OF GEORGIA RAILWAY CO.

} Claim for overcharge.
 } Filed in office June 17, 1908.

This was a claim for overcharge on shipment of household goods. Upon investigation of same, the Commission found that the correct rate was applied to the shipment in question; claimant duly advised that no overcharge was collected on the shipment.

FILE NO. 8138.

LOUISVILLE & WADLEY RAILROAD COMPANY. Petition to reduce passenger train service. Filed in office June 17, 1908.

This was a petition of the railroad company named to reduce passenger train service. The matter was taken up with the people of Louisville, Ga., and vicinity, and upon account of the strong objection which developed to a favorable consideration of the railroad company's petition, said company withdrew same on June 23, 1908.

FILE NO. 8139.

VIENNA, GA., CITIZENS OF,
 vs.
 GEORGIA SOUTHERN & FLORIDA RY. CO.

} Petition for flag stop, G. S. & F. Ry.
 train No. 4.
 } Filed in office June 17, 1908.

Copy of the petition served on the defendant railroad company with notice to show cause, if any it could, why same should not be granted. Investigation showed that the point at which the flag stop was desired was located on a heavy grade; that train No. 3 was stopping at Vienna on flag, and that it was probable, within a short time, other trains would serve this point. The Commission was of the opinion that it would be unreasonable to require a compliance with the petition, and petitioners were so notified.

FILE NO. 8140.

EASTMAN COTTON MILLS,
 vs.
 SOUTHERN RAILWAY COMPANY.

} Rates on coal.
 } Filed in office June 18, 1908.

Complainants complained that the rate on coal to Eastman, Ga., had been increased 5 cents over rates to certain other points in that territory. The matter was taken up with the Southern Railway Company and said company advised the Commission on July 18, 1908, that the matter was being investigated and any inconsistencies would be removed.

FILE NO. 8141.

MESSRS. E. E. FORBES PIANO Co.,	}	Dispute over long distance telephone bill. Filed in office June 18, 1908.
vs.		
SOUTHERN BELL TELEPHONE AND TELEGRAPH Co.		

The Commission took the matter up with the defendant company and, on June 23rd, same was satisfactorily adjusted.

FILE NO. 8142.

MCCLURE TEN CENT COMPANY,	}	Claim for loss and damage. Filed in office June 18, 1908.
vs.		
NASHVILLE, CHATTANOOGA & ST. LOUIS RAILWAY.		

Investigation of the Commission not yet completed.

FILE NO. 8143.

BARNEY FURNITURE & HARDWARE Co.,	}	Claim for damage. Filed in office June 18, 1908.
vs.		
SOUTH GEORGIA RAILWAY Co.		

Claim paid.

FILE NO. 8144.

J. J. HANESLY,	}	Claim for overcharge. Filed in office June 19, 1908.
vs.		
LOUISVILLE & NASHVILLE R. R.		

This was a claim for refund of amount paid for feed bill, shipment of live stock from Smith Grove, Ky., to Americus, Ga.

Claim paid August 11, 1908.

FILE NO. 8145.

KILLIAN LUMBER COMPANY,	}	Claim for overcharge and penalty demurrage. Filed in office June 19, 1908.
vs.		
SOUTHERN RAILWAY COMPANY.		

Overcharge claim paid; demurrage claim not paid.

FILE NO. 8146.

C. M. TANNER GROCERY Co.,	}	Rates on salmon. Filed in office June 19, 1908.
vs.		
CENTRAL OF GEORGIA RAILWAY Co.		

This was a complaint as to rates on canned salmon from Pacific Coast Terminals to Carrollton, Ga. Upon handling the matter with the defendant company the Freight Traffic Manager of said company advised the Commission on October 8, 1908, that the desired rates would be published as soon as the Interstate Commerce Commission requirement could be complied with.

 FILE NO. 8147.

J. W. FULMER, *et al.*,
vs.

SOUTHERN EXPRESS COMPANY.

} Express rates on peaches.
 } Filed in office June 20, 1908.

The Commission requested complainants to furnish names of points to which they desired rates published, but no response was ever received from them.

 FILE NO. 8148.

HENRY WILCHINSKI,
vs.

SOUTHERN RAILWAY COMPANY.

} Claim for loss.
 } Filed in office June 20, 1908.

Claim paid.

 FILE NO. 8149.

ATLANTA PAPER COMPANY,
vs.

ATLANTA & WEST POINT RAILWAY CO.

} Claim for refund of demurrage.
 } Filed in office June 20, 1908.

This was a claim for refund of storage charges collected on a rejected shipment, which was later returned to shippers. Investigation disclosed the fact that notice of rejection was not mailed shippers because consignee advised agent of the delivering line that he would accept shipment; whereupon the Commission wrote the claimants the following letter:

"Referring to your claim against the Atlanta & West Point Railroad Company, account undelivered shipment consigned by you to C. E. Brown, Hawkinsville, Ga., I beg to advise that upon handling this matter with the railroad company, the company contends that consignee, upon several different occasions, advised the agent at destination of his purpose to accept this shipment. If this is true, and we of course have no reason to doubt the correctness of this statement, the rule of the Railroad Commission requiring the railroad company to give notice to shipper, does not apply. See our storage rule No. 6, page 19 of the 35th Annual Report. When your representative was in this office discussing this matter, this contention was not brought up and was not in the mind of the writer at the time. If, in fact, the consignee did signify his willingness to accept, or state his purpose to accept the shipment, storage charges are properly assessed.

 FILE NO. 8150.

RANDALL CLIFTON,
 General Freight Agent,
 Southern Railway Company.

} Petition for authority to increase rates
 } on fertilizer from Brunswick, Ga., to
 } Midville, Millen and Stillmore, Ga.

This was a petition of the Southern Railway Company to revise rates on fertilizer from Brunswick, Ga., to the points named by changing basis for rates in effect to lowest combination.

Declined August 20, 1908.

FILE NO. 8151.

BAINBRIDGE, GA., CITIZENS OF,
vs.

WESTERN UNION AND POSTAL TELEGRAPH
 COMPANIES.

Information furnished.

Request for information as to method
 of procedure before the Commis-
 sion.

Filed in office June 22, 1908.

FILE NO. 8152.

AMERICUS GROCERY COMPANY,
vs.

CENTRAL OF GEORGIA RAILWAY CO.

Claim for loss.

Filed in office June 22, 1908.

This was a claim for lost shipment consigned to Holts, Ga., a non-agency station. The railroad company contended that this shipment was put off at said station in good condition, and claimants contended to the contrary.

On July 10th, the Commission wrote the claimants the following letter:

"Referring to your claim against the Central of Georgia Railway Company, account loss of one box of merchandise shipped to Holts, Ga., I beg to advise that upon a careful review of our record in this case, the Commission finds that this matter resolves itself into a question of fact—that is to say, whether or not the box was actually put off at Holts. This fact could only be determined by a formal hearing before the Commission, at which all parties at interest could appear and present their respective contentions. If you desire such formal hearing, we will be pleased to assign a date for that purpose upon receipt of advices from you to that effect. Otherwise, the Commission would suggest that you institute suit in the courts for the recovery of your claim, which you can no doubt secure paid upon the establishment of the fact that shipment was not put off at Holts."

FILE NO. 8153.

VON BEGLENBERG COMPANY,
vs.

CENTRAL OF GEORGIA RAILWAY CO.

Claim for damage to piano.

Filed in office June 22, 1908.

Claim paid August 19, 1908.

FILE NO. 8154.

M. M. SEAWRIGHT,
vs.

SOUTHERN EXPRESS COMPANY.

Claim for loss and damage.

Filed in office June 22, 1908.

Claim paid July 3, 1908.

FILE NO. 8155.

W. J. WILLIE, Atty.,
vs.

ATLANTIC COAST LINE RAILROAD.

Claim for loss.

Filed in office June 22, 1908.

This is a claim for lost shipment of household goods; investigation of the Commission incomplete.

FILE NO. 8156.

F. W. EDWARDY,
vs.

SEABOARD AIR LINE RAILWAY.

} Passenger fare, Jacksonville to Savannah.

} Filed in office June 22, 1908.

This was a complaint that the Seaboard Air Line Railway's passenger train conductor lifted excessive mileage, Jacksonville to Savannah; on September 9th, the Commission addressed the following letter to the complainant:

"As we advised you in the case of the interchangeable mileage, the flat rate basis is also beyond our jurisdiction; and since the Seaboard Air Line Railway has filed with the Interstate Commerce Commission passenger tariffs between Jacksonville and Savannah based on three cents per mile, this Commission is, of course, powerless to change same. However much we might desire to require the observance of State regulations in connection with through movements, we believe that you will appreciate our inability to do so for the reason above given."

FILE NO. 8157.

WYLY PITTS,

vs.

TALLULAH FALLS RAILWAY.

} Claim for loss.

} Filed in office June 23, 1908.

Claim paid July 29, 1908.

FILE NO. 8158.

MESSRS. SHEWMAKE & MURPHEY,
vs.

SOUTHERN EXPRESS COMPANY.

} Delay in receiving and receipting for packages at Atlanta office.

} Filed in office June 23, 1908.

The Commission served copy of the complaint on the Southern Express Company on June 29th. The Superintendent of said company advised that renewed efforts would be made to prevent cause for further complaint along this line. No further complaint has been received.

FILE NO. 8159.

W. B. SLOAN *et al.*,
vs.

SOUTHERN RAILWAY COMPANY.

} Alleged nuisance on defendant's right of way at Lula, Ga.

} Filed in office June 23, 1908.

Various citizens of Lula, Ga., complained that the Southern Railway Company allowed the construction and maintenance on its right of way at Lula, Ga., of a fruit stand, which complainants allege was a nuisance, and that its location was such as to make hazardous the use by patrons of said company, of the station at that point, and petitioned the Commission to require the removal of said fruit stand. Formal hearings were held in this matter, at which all parties at interest were present. The Commission designated Commissioner Stevens as a committee to visit Lula and make a thorough investigation of the conditions complained of. On August 28th, Commissioner Stevens submitted his report and upon consideration of the evidence and arguments submitted at the

hearings on this matter, the Commission on October 16, 1908, declined said petition.

FILE NO. 8160.

H. S. CHADWICK & COMPANY,

vs.

WRIGHTSVILLE & TENNILLE R. R.

} Claim for loss and damage.
Filed in office June 23, 1908.

This was a claim for loss and damage growing out of an inter-state shipment. Investigation by the Commission disclosed the fact that claimants had already entered suit for the claims in the courts; the Commission, therefore, deemed it proper to take no action in the premises pending the court's decision.

FILE NO. 8161.

J. B. DANIEL,

vs.

CENTRAL OF GEORGIA RAILWAY Co.

} Claim for loss.
Filed in office June 23, 1908.

FILE NO. 8162.

J. RILEY,

vs.

SOUTHERN EXPRESS COMPANY.

} Rates on whiskey, when shipped prepaid and collect.
Filed in office June 24, 1908.

This case was a complaint as to rates on whiskey from Chattanooga, Tenn., to Union Point, Ga., when shipped prepaid and when shipped collect. Information as to regulations governing in such cases furnished July 1st.

FILE NO. 8163.

N. A. HORTON,

vs.

ATLANTA & WEST POINT RAILWAY, AND
CENTRAL OF GEORGIA RAILWAY Co.

} Excessive passenger fare between Carrollton and Atlanta, Ga.
Filed in office June 24, 1908.

Investigation disclosed the fact that the charge complained of, covered transfer of baggage at Newnan, Ga., and complainants were so advised.

FILE NO. 8164.

TUCKER, LEMON & COMPANY,

vs.

FITZGERALD, OCILLA & BROXTON RAIL-
WAY COMPANY.

} Charges for switching movements.
Filed in office June 25, 1908.

On June 25th the following letter was addressed to the complainants:

"Replying to your favor of the 18th instant, and returning herewith all receipts enclosed with your letter, I beg to advise that if these movements originated at the mill of Dickson-Henderson Lumber Company at Ocilla and were delivered to you, notwithstanding the distance hauled was only a fraction of a mile, the switching rule of the Commission fixing a maximum charge of \$2.00, does not apply, but the railroad is authorized to collect transportation rates.

You will understand that the switching rule of the Commission applies only to switching movements, that is to say, movements incident to the forwarding or delivery of shipments which are to be, or have been in a transportation movement. The courts have ruled to this effect, and in addition to the reasonableness of the regulation, it is the law. If we are incorrect in assuming that these cars were loaded and unloaded within the vicinity of Ocilla, of course, we would be pleased to handle the matter further, but as above stated, the movements were original transactions; that is to say, the cars were loaded and unloaded without ever being in any other movement than being carried from Dickson-Henderson's plant to your plant and switching rule does not apply, but transportation rates are authorized."

FILE NO. 8165.

A. F. HILL,

vs.

SOUTHERN RAILWAY COMPANY.

} Claim for overcharge.
 } Filed in office June 26, 1908.

This was complaint for freight charges on shipments of live stock from Atlanta to Woodbury, Ga. Investigation showed that no overcharge was collected and claimants were so advised.

FILE NO. 8166.

RED CYPRESS LUMBER COMPANY,

vs.

CENTRAL OF GEORGIA RAILWAY CO.

} Claim for damage to interstate ship-
 } ment.
 } Filed in office June 26, 1908.

FILE NO. 8167.

DINKINS & DAVIDSON HARDWARE CO.,

vs.

WESTERN & ATLANTIC RAILROAD CO.

} Claim for penalty demurrage.
 } Filed in office June 26, 1908.

After thorough investigation the Commission found that the defendant railroad company could not show sufficient cause to relieve it of the penalty demurrage, and it was so ordered.

FILE NO. 8168.

T. O. TABOR & SON,

vs.

SOUTHERN RAILWAY COMPANY.

} Claims for shortage and damage.
 } Filed in office June 26, 1908.

These claims are still undergoing investigation.

FILE NO. 8169.

COLUMBUS CONCRETE SUPPLY CO.,

vs.

SEABOARD AIR LINE RAILWAY.

} Claim for overcharge.
 } Filed in office June 27, 1908.

This was a claim for overcharge collected by reason of excessive weights. Paid September 1, 1908.

FILE NO. 8170.

OWEN PHELAN,
Freight Claim Agent,
A., B. & A. R. R.

} Request for information.
Filed in office June 27, 1908.

This was a request for interpretation of Freight Rule No. 23, as relates to switching services connected with interstate shipments. On July 7th, the Commission addressed Mr. Phelan the following letter:

"Referring again to yours of June 26th, claim P-23,299, I beg to advise that if the switching performed by the Atlantic Coast Line, for which it demands as its proportion a charge of \$2.00, is rendered in connection with the delivery of interstate shipments, or shipments originating at some point beyond the State of Georgia, our freight rule No. 23 does not apply. If, however, the switching is an incident to the forwarding of a shipment in the nature of a new transportation service originating at Brunswick notwithstanding same has previously been in interstate service, our rule would apply. I think you will understand from the information here given what your rights are in the premises, but if you desire the Commission to take the matter up with the Coast Line, we will be pleased to give the same such direction upon receipt of advices from you to that effect."

FILE NO. 8171.

M. C. HUTCHINGS,
vs.
SEABOARD AIR LINE RAILWAY.

} Claims for loss.
Filed in office June 27, 1908.

Investigation of the Commission is yet incomplete.

FILE NO. 8172.

S. A. & W. T. FREEMAN,
vs.
CENTRAL OF GEORGIA RAILWAY Co.

} Claim for refund of demurrage
charges.
Filed in office June 27, 1908.

Claim Paid June 29, 1908.

FILE NO. 8173.

A. J. STRICKLAND,
vs.
ATLANTIC COAST LINE RAILROAD.

} Claim for overcharge.
Filed in office June 27, 1908.

This was claim for alleged overcharge on shipment from Fernandina, Fla., to Kinderlou, Ga. Complainants contended that they were entitled to the combination of local rates via Valdosta, Ga. The Commission advised that the through published rate must be used as required by the Interstate Commerce Commission.

FILE NO. 8174.

J. E. TUNISON FURNITURE Co.,
vs.
 SOUTHERN RAILWAY COMPANY.

} Claim for loss.
 Filed in office June 29, 1908.

This claim still undergoing investigation.

FILE NO. 8175.

W. M. WARREN,
vs.
 SEABOARD AIR LINE RAILWAY Co.

} Loss of valise.
 Filed in office June 29, 1908.

FILE NO. 8176.

THE SIBLEY LUMBER Co.,
vs.
 CENTRAL OF GEORGIA RAILWAY Co.

} Claim for damage.
 Filed in office June 29, 1908.

Claim paid October 9, 1908.

FILE NO. 8177.

McKINNON BROTHERS,
vs.
 ATLANTIC COAST LINE RAILROAD.

} Inability to secure equipment.
 Filed in office June 30, 1908.

This was a complaint of inability to secure empty cars for shipping cross ties. The matter was taken up with the Atlantic Coast Line Railroad and the Commission advised that cars would be furnished promptly upon request therefor. No further complaints received.

FILE NO. 8178.

F. W. HADLEY,
vs.
 CENTRAL OF GEORGIA RAILWAY Co.

} Rates on live stock.
 Filed in office June 30, 1908.

This was request for information as to the liability of complainants on claim of the Central of Georgia Railway Company for undercharge on a shipment of live stock from Roswell, Ga., to Eatonton, Ga. Upon investigation the Commission found that the shipment was undercharged and so advised Mr. Hadley.

FILE NO. 8179.

I. H. PITTS & SON,
vs.
 SOUTHERN RAILWAY COMPANY.

} Delay in transportation.
 Filed in office July 1, 1908.

The Commission took this matter up with the railroad company at interest and the car was promptly delivered.

FILE NO. 8180.

HAMMACK RISH SONS & Co.,
 Edison, Ga.

Request for information.
 Filed in office July 1, 1908.

This was request for information relative to correct rate on stationery, boxed, Kalamazoo, Mich., to Edison, Ga. The matter was referred to the Interstate Commerce Commission.

FILE NO. 8181.

E. DOMINICK & COMPANY,
vs.

CENTRAL OF GEORGIA RAILWAY CO.

} Claim for loss.
} Filed in office July 1, 1908.

Claim paid.

FILE NO. 8182.

G. P. POSTELL,

vs.

SOUTHERN EXPRESS COMPANY.

} Rates on express shipments.
} Filed in office July 2, 1908.

This was request for information as to express rates from Chicago, Ill., to Dalton, Ga. Information furnished.

FILE NO. 8183.

KEEN & MILLER,

vs.

WRIGHTSVILLE & TENNILLE RAILROAD.

} Claim for damage.
} Filed in office July 2, 1908.

This was claim for damage to shipment of flour from Dublin, Ga., to Glenwood, Ga. Claim paid August 25, 1908.

FILE NO. 8184.

RAMSEY-WHEELER COMPANY,

vs.

ATLANTIC COAST LINE RAILROAD.

} Claim for penalty demurrage.
} Filed in office July 2, 1908.

Claim still undergoing investigation.

FILE NO. 8185.

J. F. FLEMING,

vs.

GULF LINE RAILWAY COMPANY.

} Claims for loss—interstate shipments.
} Filed in office July 3, 1908.

Investigation of the Commission is yet incomplete.

FILE NO. 8186.

J. N. SNOW,

Warrenton, Ga.

} Request for information.
} Filed in office July 3, 1908.

This was request for correct rate on household goods, from San Antonio, Texas, to Warrenton, Ga. Information furnished.

 FILE NO. 8187.

W. J. BUSH,

vs.

GEORGIA, FLORIDA & ALABAMA RAILWAY.

} Complaint of insufficient agency service at Colquitt, Ga.

} Filed in office July 4, 1908.

Matter taken up with the defendant railroad company and on July 9th complainant requested that the Commission take no further action.

 FILE NO. 8188.

H. T. REDDICK,

Merven, Ga.

} Request for information.

} Filed in office July 4, 1908.

This was request for information as to rates on ale, soda-water, etc., when shipped in glass. Information furnished.

 FILE NO. 8189.

CENTRAL OF GEORGIA RAILWAY Co.

} Rates on empty bottles.

} Filed in office July 4, 1908.

This was a petition of the above named company that the Classification of the Commission be so amended as to require LCL shipments of empty bottles to be packed. The petition was granted.

 FILE NO. 8190.

S. A. & W. T. FREEMAN,

vs.

ATLANTIC COAST LINE RAILROAD.

} Claims for loss and overcharge.

} Filed in office July 6, 1908.

The record in this case covers several claims which claimants made against the defendant company. Satisfactory settlement as to some of said claims have been secured by the Commission and the others are still being investigated.

 FILE NO. 8191.

HOFMAYER DRY GOODS Co.,

vs.

SEABOARD AIR LINE RAILWAY.

} Claim for loss and damage.

} Filed in office July 6, 1908.

Investigation disclosed the fact that the claim was made for damage to shipments in transit. The Commission advised the claimants that the board was without any jurisdiction over claims for damage, and since the railroad company declined to pay same, the Commission could not further serve them.

 FILE NO. 8192.

FITZGERALD & OCILLA ELECTRIC Co.

} Petition for authority to increase capital stock and issue bonds.

} Filed in Office June 30, 1908.

After due notice and formal hearing, the Commission, on July 24th, authorized the petitioning company to issue capital stock in the amount of \$50,000.00 and

to issue bonds in the sum of \$250,000.00, bearing interest at the rate of 5 per cent. per annum, maturing thirty years from date thereof.

FILE NO. 8193.

DOUGLASVILLE, GA., CITIZENS OF,	}	Closing telegraph office at Douglas-
<i>vs.</i>		ville, Ga.
WESTERN UNION TELEGRAPH CO.	}	Filed in office July 7, 1908.

This was a petition of the Western Union Telegraph Company to close the telegraph agency maintained by it at Douglasville, Ga. After investigation, the Commission ordered that the office should not be discontinued.

FILE NO. 8194.

WATT & HOLMES HARDWARE CO.,	}	Claim for penalty demurrage.
<i>vs.</i>		Filed in office July 7, 1908.
GEORGIA SOUTHERN & FLORIDA RAILWAY.	}	

Investigation showed that no penalty demurrage was due and claimants were so advised.

FILE NO. 8195.

H. T. MONTGOMERY & Co.,	}	Express rates to and from Florida
<i>vs.</i>		points.
SOUTHERN EXPRESS CO.	}	Filed in office July 7, 1908.

This was a complaint relative to express rates on fruit from Florida to Georgia points, as compared with rates from Georgia points to points in Florida. Complainants were misinformed as to the rates from Florida points to Waynesboro, Ga., and correct information was furnished them.

FILE NO. 8196.

WARM SPRINGS CAMP GROUND,	}	Petition for flag stop.
<i>vs.</i>		Filed in office July 7, 1908.
ATLANTA, BIRMINGHAM & ATLANTIC	}	
RAILROAD COMPANY.		

This matter was handled with all parties at interest and the desired flag stop inaugurated.

FILE NO. 8197.

G. P. POSTELL,	}	Alleged overcharges on express ship-
<i>vs.</i>		ment from Lansing, Mich., to
SOUTHERN EXPRESS COMPANY.	}	Dalton, Ga.
	}	Filed in office July 8, 1908.

Investigation showed that the published rate was applied and no overcharge collected, and claimants so advised.

FILE NO. 8198.

A. G. VILLER,

*vs.*WAYCROSS ELECTRIC LIGHT & POWER
COMPANY.

} Complaint of inaccurate meter reading.
 } Filed in office July 8, 1908.

After investigation, on July 14th, the Commission addressed the following letter to the President of the defendant corporation:

"The Railroad Commission is in receipt of three bills rendered by your company for electric service during the months of May, June and July. Bill for May covers only 29 days, while bill for June covers 34 days and bill for July only 29 days. By reason of this irregular reading of meter, subscriber was required to pay more than he would have paid had the reading been by full calendar months. The Railroad Commission hereby directs that in all cases where subscriber customarily uses not more than the minimum, meters shall be read regularly so as to cover each calendar month, otherwise a refund of any excess collected by failure to so read meters will be ordered made. By order of the Board."

FILE NO. 8199.

T. T. SCOTT,

*vs.*GEORGIA SOUTHERN & FLORIDA RAILWAY
COMPANY.

} Rates on lumber from Worth, Ga., to
 } Pensacola, Fla.
 } Filed in office July 8, 1908.

This was request for information relating to rates on lumber between the points named. Information furnished.

FILE NO. 8200.

W. R. MCCRARY,

*vs.*ATLANTA, BIRMINGHAM & ATLANTIC
RAILROAD COMPANY.

} Establishing agency at Alvaton, Ga.
 } Filed in office July 9, 1908.

This was a petition that the railroad company named be allowed to establish, temporarily, as a matter of experiment, an agency at Alvaton, Ga., with authority of the Railroad Commission to discontinue said agency if, after a reasonable trial, same proved unprofitable. Desired authority granted.

FILE NO. 8201.

M. J. YOUMANS & Co.,
Dawson, Ga.

} Request for assistance in securing
 } prompt transportation and delivery
 } of shipments of peach crates.
 } Filed in office July 10, 1908.

The record in this case covers the transportation of three cars of crate material from Nocatee, Fla., to M. J. Youmans & Co., Baldwin, Ga. These movements took place in the midst of the fruit shipping season and consignees required the material promptly. The matters were handled by the Commission

with the railroad companies at interest by wire, and prompt transportation and delivery of each car accomplished.

FILE NO. 8202.

TRULOCK HARDWARE COMPANY,
vs.
 ATLANTIC COAST LINE RAILROAD. } Claim for loss, damage and overcharge.
 Filed in office July 10, 1908.

Claims for loss and damage paid, but claim for overcharge declined account correct rate having been applied.

FILE NO. 8203.

CLERK OF COUNCIL, Austell, Ga.,
vs.
 BOWDEN LITHIA SPRINGS WATER CO. } Inadequate train crews on trains of
 defendant railroad.
 Filed in office July 10, 1908.

This was a complaint account lack of sufficient train crews on trains operated by the defendant company, between its Springs property and Austell, Ga. The matter was taken up with the Bowden Lithia Springs Water Company and satisfactorily adjusted.

FILE NO. 8204.

LA FAYETTE JONES,
vs.
 ATLANTA & WEST POINT RAILROAD CO. } Petition for side track.
 Filed in office July 10, 1908.

Petitioner desired a side track constructed at his brick plant at West Point, Ga. The Commission advised him of the terms upon which side tracks were required to be put in, namely: parties desiring the siding to furnish ties and labor, for grading of the track, etc., and the railroad company to furnish rails, spikes, plates, bolts and other iron.

FILE NO. 8205.

CITIZENS OF HALL'S STATION, GA.,
vs.
 WESTERN & ATLANTIC RAILWAY CO. } Petition for depot.
 Filed in office July 11, 1908.

This matter was taken up by the Commission with the railway company, and said company ordered to show cause, if any it could, why the petition should not be granted. On August 24, 1908, the attorney for petitioners withdrew petition.

On January 5, 1909, petition was renewed and the Commission advised the petitioners, in the second case, that inasmuch as the railroad company had declined to provide the desired improvements, when this matter was before the Commission on petition in the first instance, it would be necessary to have a formal hearing, in order that a more complete investigation could be made as to the necessities for improved facilities. Petitioners were requested to advise the Commission if a hearing was desired, and were advised that if so, a date would be fixed and all parties notified. No further response received.

FILE NO. 8206.

J. P. HOLMES,

vs.

PUBLIC UTILITIES OF COLUMBUS.

} General complaints.

} Filed in office July 11, 1908.

The matter was handled with the company complained against, but for lack of sufficient details as to things complained of, the Commission advised the complainant that it would be necessary to have a formal hearing before any definite action could be taken in the premises and requested complainant to advise if a public hearing was desired by him. No further response.

FILE NO. 8207.

TIFT & PEED GROCERY COMPANY,

vs.

CENTRAL OF GEORGIA RAILWAY CO.

} Claim for penalty demurrage.

} Filed in office July 11, 1908.

This was a request for information as to whether or not the fact that where claimants sustained no money damage was sufficient cause to relieve the defendant company of penalty demurrage due under the rules of the Commission. Claimants were advised that such was not sufficient cause.

FILE NO. 8208.

ASHFORD & WAFFORD AND H. M. HARRICK,

vs.

ADAMS EXPRESS COMPANY.

} Delay in returning empties.

} Filed in office July 13, 1908.

Complainants filed complaint with the Commission against the Adams Express Company account delay experienced in the return of empty chicken coops. Matter handled with the defendant company and cause for complaint removed, Superintendent of the Adams Express Company advising the Commission that efforts would be made to prevent a recurrence of such complaints in future.

FILE NO. 8209.

STERLING LUMBER COMPANY,

vs.

CENTRAL OF GEORGIA RAILWAY CO.

} Claim for penalty demurrage.

} Filed in office July 13, 1908.

Claim filed under penalty demurrage rules of the Commission account delay in placing cars for unloading. Paid.

FILE NO. 8210.

BROWN & WARMAN,

*vs.*CITIZENS ELECTRIC LIGHT & POWER
COMPANY.} Refusal of the defendant company to
supply meters.

} Filed in office July 14, 1908.

Messrs. Brown & Warman, of Cordele, Ga., complained that the Citizens Electric Light and Power Company, of Cordele, Ga., was charging them excessive rates for current consumed, and refused to instal meters. After a formal hearing, at which both complainants and defendants were represented, and upon

consideration of the evidence and arguments submitted, the Commission was of the opinion that the amount of business done by the defendant company, at Cordele, did not warrant it in requiring said company to furnish meters, and that the rule of said company requiring consumers to furnish their own meters where they desired that charges be rendered on the meter basis, was not unreasonable.

Notice of said hearing was served on both parties in this case and complainants advised the Commission that they had purchased a meter and had had same installed in their place of business.

FILE NO. 8211.

AIMAR, GA.,

vs.

ATLANTIC COAST LINE RAILROAD.

} Petition for depot.
 } Filed in office July 14, 1908.

After investigation, the Commission was of the opinion that the demands for depot facilities at Aimar, Ga., were not sufficient in justifying an order requiring the erection of a depot at said point.

FILE NO. 8212.

VABA & BURNETT,

vs.

ATLANTIC COAST LINE RAILROAD AND
 ATLANTA, BIRMINGHAM & ATLANTIC
 RAILROAD COMPANY.

} Delayed transportation.
 } Filed in office July 14, 1908.

Complainant complained of inability to secure car of grain shipped from Nashville, Tenn., delivered by the N., C. & St. L. Railway at Atlanta to the Atlanta, Birmingham & Atlantic Railroad and offered by the last named company, at Thomasville, Ga., to the Atlantic Coast Line Railroad. The Atlantic Coast Line Railroad refused to accept car account of differences between the railroad companies as to divisions of the rate. Matter taken up by the Commission with the Atlantic Coast Line Railroad and car promptly delivered.

FILE NO. 8213.

L. P. ARTHUR,

vs.

SEABOARD AIR LINE RAILWAY CO.

} Claim.
 } Filed in office July 14, 1908.

This was a claim for material furnished the Seaboard Air Line Railway, which claimant advised he was unable to collect. Commission informed claimant that it had no jurisdiction over claims of this character.

FILE NO. 8214.

JNO. B. DANIEL,

vs.

RAILWAY COMPANIES.

} Claims.
 } Filed in office July 15, 1908.

The record in this case covers 53 claims held by claimant against various

} Petition to close agency at Ainsley, Ga.
 } Filed in office July 15, 1908.

Claim for damage.
Filed in office July 16, 1908.

**Petition for express agency.
Filed in office July 16, 1908.**

Claim for overcharge.
Filed in office July 16, 1908.

Rates from Bartow and Emerson, to Atlanta, Ga.

Complainants complained that while there is only a difference in distance of one mile from Emerson and Bartow, Ga., to Atlanta, Ga., the rates from Bartow to points south of Atlanta are lower than rates applicable from Emerson, Ga.

The Commission explained that the difference in rates is due to the application of Freight Rule 18. The distance from Bartow to Atlanta being 42 miles—rates for 40 miles apply; and the distance from Emerson to Atlanta being 43 miles—rates for 45 miles apply.

FILE NO. 8220.

S. H. HOLLIS,

vs.

PENNSYLVANIA RAILROAD.

} Claim for overcharge.
 } Filed in office July 17, 1908.

This was a claim for overcharge account excessive weight on shipment from Davisboro, Ga., to Brooklyn, N. Y. The matter referred, in proper form, to the Interstate Commerce Commission, with request that said Commission handle direct with claimants.

FILE NO. 8221.

G. I. STEELE,

vs.

ATLANTIC COAST LINE RAILROAD.

} Claim for loss.
 } Filed in office July 20, 1908.

Complainant claimed that this claim had been pending with the railroad company since October 16, 1907. Matter taken up by the Commission with the railroad company on July 22nd, and claim was paid on September 2, 1908.

FILE NO. 8222.

WESTERN UNION TELEGRAPH CO.

} Discontinuing telegraph office at Con-
 } yers, Ga.
 } Filed in office July 20, 1908.

This was a petition of the Western Union Telegraph Company for authority to close one of its offices at Conyers, Ga. It was shown that the petitioning company maintained a telegraph office at the depot at Conyers, Ga., and also one in the business district of said city.

After investigation and formal hearing, the Commission was of the opinion that the circumstances did not authorize it in requiring the petitioning company to maintain two offices at Conyers, Ga., and the authority asked for was granted.

FILE NO. 8223.

H. T. WATKINS,

vs.

GEORGIA SOUTHERN & FLORIDA RAILWAY
 COMPANY.

} Claim for loss.
 } Filed in office July 20, 1908.

Claimant complained to the Commission of his inability to secure settlement of his claim, which he advised had been filed with the railroad company for several months. Matter taken up by the Commission with the railroad company at interest on July 21st, and claim satisfactorily adjusted on August 15, 1908.

FILE NO. 8224.

J. J. PAULK,

vs.

ATLANTIC COAST LINE RAILROAD.

} Claim for loss.

} Filed in office July 20, 1908.

This was a claim for loss of two barrels of syrup shipped from Alapaha, Ga., to Eaton, Ga. Paid July 24, 1908.

FILE NO. 8225.

CITIZENS OF BUCHANAN, GA., *et al.*,*vs.*

CENTRAL OF GEORGIA RAILWAY CO.

} Petition for additional passenger train service between Bremen and Cedartown, Ga.

} Filed in office July 20, 1908.

The citizens of Buchanan, Ga., and other patrons of the defendant railway company's line between Bremen and Cedartown, Ga., petitioned the Commission to require said railway company to provide additional passenger train service between the points named. After due notice and formal hearings, the Commission was of the opinion that the defendant railway company was not furnishing sufficient passenger trains over this part of its line and on August 27, 1908, issued an order requiring said company to increase this service by extending the operation of trains Nos. 5 and 6, at that time operating between Griffin and Bremen, so that said trains would operate between Griffin and Cedartown, Ga. The defendant railway company was given the privilege, under said order, to apply for a revocation of same, if after the expiration of 6 months, this additional service should prove to be operated at a loss to said company.

On January 9, 1909, the general manager of the defendant railway company petitioned the Commission for authority to discontinue this service. The Commission declined to favorably consider the petition inasmuch as the six months' trial specified in its order, had not been given. No further response has been received from the railway company.

FILE NO. 8226.

BLYTHE, GA.,

vs.

SOUTHERN EXPRESS COMPANY.

} Complaint as to closing express office at Blythe, Ga.

} Filed in office July 20, 1908.

Investigation showed that the office at Blythe, Ga., was closed account of the death of the agent and no other party could be secured to accept agency. The Commission advised the people of Blythe that if they would secure and furnish it with the name of a suitable party to act as agent, the matter would be taken up with the express company. No further response.

FILE NO. 8227.

T. A. CHEATHAM,

vs.

WADLEY SOUTHERN RAILWAY CO.

} Claim for shortage.

} Filed in office July 20, 1908.

Investigation disclosed the fact that the shipment out of which claim arose

was a car of wire fencing shipped from Rockledge, Ga., to claimant at Adrian, Ga., but the contents of the car were intended for several different parties, each party interested in contents unloading his own portion, but no systematic check was kept as to the distribution of the contents of the car. The Commission advised the claimant that in view of the circumstances it could not approve his claim.

FILE NO. 8228.

DAWSON CONSOLIDATED GROCERY CO.,
vs.
 CENTRAL OF GEORGIA RAILWAY CO.

} Complaint of delay to shipments inter-
 changed between the Central of
 Georgia Railway and the Georgia,
 Florida & Alabama Railway, at
 Cuthbert, Ga.

} Filed in office July 20, 1908.

Matter taken up with the railway companies at interest, and cause of complaint removed.

FILE NO. 8229.

JOHN W. ZUBER,
vs.
 ATLANTIC COAST LINE RAILROAD.

} Claim for penalty demurrage.

} Filed in office July 22, 1908.

The Commission served notice on the defendant railroad company to show cause, if any it could, why this claim should not be paid; and said company having answered, upon consideration of the showing made, the Commission was of the opinion that sufficient cause had not been shown to relieve the railroad company of the penalty claimed and it was so ordered.

FILE NO. 8230.

J. A. McDANIEL,
vs.
 ATLANTIC COAST LINE RAILROAD.

} Claim for loss and damage.

} Filed in office July 22, 1908.

Investigation developed that the claim was beyond the jurisdiction of the Commission and claimant was so advised.

FILE NO. 8231.

C. G. HATCHER,
vs.
 SOUTHERN EXPRESS COMPANY.

} Claim for overcharge.

} Filed in office July 22, 1908.

The record in this case covered claims for overcharge on shipments of fruit from Morans, Ga., to Philadelphia, New York, Boston and other interstate points. At the time shipments moved there was no published rate from Morans, Ga., to points of destination and the rate was made by use of combination on Roberta, Ga., the nearest point from which there were published through rates. Subsequently to these movements the defendant company caused to be published the same rates from Morans as applied from Roberta, Ga., and the claim-

ant now claims refund of charges paid based on the Roberta rates, which are the same as now apply from Morans—the point of shipment.

The Commission made up claim of the form required by the Interstate Commerce Commission and the Southern Express Company has agreed to make reparation for the amount of the claim as soon as the Interstate Commerce Commission authorizes it to do so.

FILE NO. 8232.

TIFTON REMILLING COMPANY.

} Claims for refund on milling in transit privileges.

} Filed in office July 22, 1908.

Investigation showed that these claims were, in all cases, interstate shipments, and were subject exclusively to control of the Interstate Commerce Commission. Claimants were so advised.

FILE NO. 8233.

R. T. PERSON,

vs.

ATLANTA, BIRMINGHAM & ATLANTIC
RAILROAD COMPANY.

} Claim for overcharge.

} Filed in office July 22, 1908.

This was a claim for alleged overcharge on shipment of furniture from High Point, N. C., to Mauk, Ga. Shipment was made prior to the beginning of operation, by the Atlanta, Birmingham & Atlantic Railroad, of trains into Atlanta, and claim was based on rate made on Atlanta combination via the A., B. & A. Railroad, which, as stated, did not apply at the time shipment moved. No overcharge and claimant so advised.

FILE NO. 8234.

A. W. SHEPESHIRE,

vs.

CENTRAL OF GEORGIA RAILWAY CO.

} Alleged discrimination in cotton rates
between points on Chattanooga
division of defendant company.

} Filed in office July 23, 1908.

Copy of complaint served on defendant railroad company with notice to show cause. The railroad company filed its response on September 16th and copy thereof furnished complainant. It appeared that the matters complained of were results of errors on the part of employees of the defendant railroad company and not results of instructions or regulations of the railroad company. The defendant railroad company submitted evidence showing that reparation, in some cases, had been made, and signified its willingness to correct any other irregularities which had not been adjusted. No further complaint was received in regard to this matter and the records of the Commission were accordingly closed.

FILE NO. 8235.

RAILROAD COMMISSION OF GEORGIA.

} Request for reports.

} Filed in office July 23, 1908.

The record in this case covers request of the Commission made upon all the railroad and express companies operating in Georgia, to furnish this office with copies of all reports rendered by them to the Interstate Commerce Commission. The request of the Commission was dated July 25, 1908, and since that day the various railway and express companies have been regularly filing with this office copies of all of their reports made to the Interstate Commerce Commission.

FILE NO. 8236.

SAVANNAH CHAMBER OF COMMERCE.

} Request for information as to the
transportation of explosives.

} Filed in office July 24, 1908.

This was a request for information relative to the right of railroad companies to refuse to accept shipments of loaded shells. Under date of July 27th, the Commission addressed the following letter to the Savannah Chamber of Commerce:

"In reply to your favor of the 23rd instant, relative to refusal of the Atlantic Coast Line Railroad to receive loaded shells for transportation from Savannah to points in Georgia, I beg to say that the only rule which this Commission has upon this subject is that railroad companies shall not be required to accept any shipment for transportation unless the same are so packed, and are of such nature as to render the transportation thereof reasonably safe and practicable. In my opinion, ordinary loaded shells when properly packed, are not such as would come within the class of "unsafe," etc. However, there might be a question as to the right of the railroad company under the federal laws or rules of the Interstate Commerce Commission to accept such shipments for transportation by trains engaged in interstate commerce.

"I do not understand from your letter that you desire us to handle this matter with the railroad company, and we do not give the same that direction without first communicating with you; but if it should be your wish that we take the same up with the Atlantic Coast Line, or any other road you might name, it will be the pleasure of the Commission to do so, or to serve you in any way it can."

FILE NO. 8237.

SAVANNAH CHAMBER OF COMMERCE,

vs.

MERCHANT & MINERS TRANSPORTATION
COMPANY AND OCEAN STEAMSHIP
COMPANY.

} Complaint as to increasing terminal
charges at Savannah, Ga.

} Filed in office July 24, 1908.

Complainants complained that the defendant companies were notifying their patrons of their purpose of increasing transfer charges at their terminals at Savannah, Ga., and inquired if the matter came within the jurisdiction of the Railroad Commission. The Commission replied on July 27th, advising that if

the charges were collected for service rendered in connection with interstate shipments, this board had no jurisdiction in the premises. The Commission requested complainants to furnish it with detailed information of facts in this case, in order that it might consider the matter further, but no response to the Commission's letter was ever received.

FILE NO. 8238.

ALBANY MELON ASSOCIATION,

vs.

FRUIT GROWERS EXPRESS AND RAILROAD
COMPANIES.

} Rules and rates governing shipments
of fruit.

} Filed in office July 25, 1908.

This was a complaint against rules fixing the minimum weights, and also against rates applicable to shipments of fruit from local stations in the vicinity of Albany, Ga., to Cincinnati, Ohio, and other interstate points.

On August 3rd, the Commission addressed complainants the following letter:

"An earlier reply to your favor of July 24th has been delayed by reason of the volume of work in the office. The matter therein referred to does not come directly within our jurisdiction, unless shipments are confined to the State of Georgia. However, the Commission is always glad to serve you, or any other shipper, not only as to matters over which it has control, but in any other way that it can. With this end in view, I beg to say that the matter of rates and the furnishing of refrigerator cars is a duty of the railway companies and the refrigerator car line has nothing to do with that part of the transportation. In other words, the refrigerator car line is only interested in the matter to the extent of supplying the railroad companies with this class of equipment.

"As to the rates for refrigeration from Albany and points on other lines in that territory, I beg to say that the rate from stations on Albany & Northern Railroad to Cincinnati and other points is some higher than the Albany rate, because of the fact that movements from these stations go to Albany and it is reasonable for the railway companies to maintain slightly higher rates from such stations than if the shipments originated at Albany.

"If there is any direct service that we can render you, and you will make it known to us, we will be pleased to assist you in any way that we can."

FILE NO. 8239.

BOWMAN, GA.,

vs.

SOUTHERN RAILWAY COMPANY.

} Petition for depot.

} Filed in office July 28, 1908.

After preliminary investigation by the Commission, it appeared that the business offering at Bowman, Ga., was not sufficient to justify an order requiring depot facilities at that point. The Commission so advised the petitioners and at the same time informed them that a public hearing would be granted them and further opportunity afforded to submit their contentions. No further response was received to said notice.

FILE NO. 8240.

GEORGIA, FLORIDA & ALABAMA RAILWAY.	}	Petition to remove side track at Randolph, Ga. Filed in office July 27, 1908.
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Upon investigation the Commission found that the side track at Randolph, Ga., which the railway company desired to remove, was in need of repairs and that the business offered the railway company at that point did not authorize its maintenance. The railway company agreed to continue to accept and deliver LCL shipments at Randolph, and as there was a siding, from which carload shipments could be made and received at Carnegie, Ga., a station only two miles from Randolph, the Commission granted the petition of the railway company, subject to reconsideration at any time.

FILE NO. 8241.

R. O. BULLOCH, <i>vs.</i> CENTRAL OF GEORGIA RAILWAY CO.	}	Claim for overcharge. Filed in office July 27, 1908.
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The record in this case covered two claims for overcharge, one covering mixed shipment of lumber and building material and the other straight carload of lumber. No overcharge on mixed shipment, but overcharge of \$21.49 on car of lumber paid August 28, 1908.

FILE NO. 8242.

LON DICKEY LUMBER COMPANY, <i>vs.</i> SEABOARD AIR LINE COMPANY.	}	Claim for overcharge. Filed in office July 28, 1908.
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The record in this case covered eleven claims against the Seaboard Air Line Railway for overcharge, shortage, etc., which had been filed with the railway company for several months. All of the eleven claims paid within a reasonable length of time after being taken up by the Commission.

FILE NO. 8243.

E. A. BROWN, <i>vs.</i> GEORGIA RAILROAD.	}	Rate on cotton from Sparta, Ga., to Ambler, Pa. Filed in office July 28, 1908.
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FILE NO. 8244.

W. B. JARRELL, <i>vs.</i> SOUTHERN EXPRESS COMPANY.	}	Claim for overcharge. Filed in office July 29, 1908.
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This was a claim for overcharge on express shipment from Cincinnati, Ohio, to Ochoopee, Ga. Paid August 6, 1908.

FILE NO. 8245.

WAYCROSS JOURNAL,
vs.
 SOUTHERN EXPRESS COMPANY.

} Claim for non-delivery of express shipment.
 } Filed in office July 29, 1908.

Matter taken up with the defendant company and on January 8th, Commission advised that claim had been satisfactorily adjusted.

FILE NO. 8246.

WESLOSKY & COMPANY,
vs.
 CENTRAL OF GEORGIA RAILWAY.

} Claim for loss.
 } Filed July 29, 1908.

This was a claim for loss of one bale of cotton from a shipment consigned by claimant to Inman, Akers & Inman, Bremen, Germany. The Commission held that this matter was beyond its jurisdiction.

FILE NO. 8247.

MERCHANTS OF WHIGHAM, GA.,
vs.
 ATLANTIC COAST LINE RAILROAD.

} Protest against discontinuing freight schedules.
 } Filed in office July 30, 1908.

Upon investigation the Commission found that trains which were desired continued, operated between Thomasville, Ga., and Dothan, Ala., and hence were beyond its jurisdiction. Petitioners were so advised.

FILE NO. 8248.

J. E. HENDERSON, JR.,
vs.
 CENTRAL OF GEORGIA RAILWAY CO.

} Complaint alleging discrimination against Guyton in favor of Tybee in the matter of commutation rates.
 } Filed in office July 30, 1908.

Upon investigation, the Commission found that the conditions governing the sale of commutation tickets between Savannah and Tybee, and Savannah and Guyton, were dissimilar and that no unjust discrimination existed.

FILE NO. 8249.

M. A. COOPER,
vs.
 CHATTANOOGA RAILWAYS CO.

} Alleged discrimination in passenger rates.
 } Filed in office July 30, 1908.

This was a complaint of an alleged unjust discrimination in passenger rates charged by the defendant company over that portion of its line located in Georgia in favor of that part of the line in Tennessee. Upon investigation, the Commission found that the Interstate Commerce Commission had under consideration the matter of jurisdiction over this line, and it was deemed proper by the board to take no action at this time.

FILE NO. 8250.

GEORGIA & FLORIDA RAILWAY Co.

Discontinuing agency station at Pinebloom, Ga.

Filed in office July 30, 1908.

This was request of the railway company named to discontinue agency at Pinebloom, Ga., in order that its line from Hazlehurst, Ga., to Douglas, Ga., might be re-located. Authority prayed for granted August 11, 1908.

FILE NO. 8251.

SOUTHERN RAILWAY COMPANY.

Petition for authority to discontinue agency at Adams Park, Ga.

Filed in office July 30, 1908.

The matter was taken up with the people of Adams Park and upon receipt of strong opposition to a favorable consideration of the railway company's petition, the Commission declined to grant same, unless after a formal hearing the facts should reasonably require.

FILE NO. 8252.

SHORT BROTHERS Co.,

vs.

GEORGIA SOUTHERN & FLORIDA RAILWAY
COMPANY.

Claim for damage.

Filed in office July 31, 1908.

This was a claim for damage to carload of cantaloupes from Arabi, Ga., to Tampa, Fla. Paid.

FILE NO. 8253.

J. A. CRAIG, Freight Claim Agent,
Georgia Southern & Florida Railway.

Request for interpretation of rules of the Commission governing rates on returned shipments, as applied to papers submitted with his letter.

Information furnished.

FILE NO. 8254.

CHRISTOPHER, GA.,

vs.

CENTRAL OF GEORGIA RAILWAY Co.

Petition for depot.

Filed in office July 31, 1908.

FILE NO. 8255.

MACON, DUBLIN & SAVANNAH RAILWAY.

Petition for authority to increase rates on cotton from local stations to Savannah, account of increase ordered by Commission for compression.

Declined October 16, 1908.

FILE NO. 8256.

B. L. BOLTON, .

vs.

SOUTHERN RAILWAY COMPANY.

Lack of spark arresters in windows on passenger coaches.

Filed in office August 1, 1908.

FILE NO. 8257.

C. H. CROSS,

vs.

GEORGIA, FLORIDA & ALABAMA RAILWAY.

Claim for damage.

Filed in office August 3, 1908.

This was a claim for shortage and damage, account delayed transportation.
Claim paid September 8, 1908.

FILE NO. 8258.

VIRGINIA-CAROLINA CHEMICAL CO.

Rate on empty iron barrels.

Filed in office August 4, 1908.

This was a petition for classification on empty iron barrels. After notice to the railway companies and upon consideration of the contentions presented by them, the Commission adopted the following rating:

"Barrels, iron or steel, empty, 6th class."

FILE NO. 8259.

THEO. W. MARTIN,

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ATLANTA BAGGAGE & CAB CO.

Failure to deliver baggage.

Filed in office August 4, 1908.

This was a complaint of refusal of defendant company to deliver baggage after 10 p. m. on a Sunday night. Matter taken up with the company complained against and copy of explanation made by it furnished complainant.

FILE NO. 8260.

CHARLES L. DAVIS,

v8.

SOUTHERN RAILWAY COMPANY AND SEA-

Passenger train connection at Columbus, Ga.

Filed in office August 5, 1908.

This was a petition for passenger train connection at Columbus, Ga., between trains of the Southern Railway and Seaboard Air Line Railway. Matter handled with the lines of railway at interest and desired connection secured.

FILE NO. 8261.

GEORGE F. GOBER,

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RAILROAD COMPANIES.

Rates on canned fruits from Georgia points to eastern cities.

Filed in office August 5, 1908.

This was a complaint of unreasonable rates on canned fruit from Marietta, Ga., and other Georgia points to Baltimore and other eastern cities. Matter still pending.

FILE NO. 8262.

LEO FRANK,

vs.

SEABOARD AIR LINE RAILWAY.

Claims.

Filed in office August 6, 1908.

This record covers five claims held by claimant against the defendant railway company. Some of these claims have been disposed of and the others are still undergoing investigation.

FILE NO. 8263.

J. A. SPEER,

vs.

SOUTHERN RAILWAY COMPANY.

Rates on wood Varnella, Ga., to Chattanooga, Tenn.

Filed in office August 6, 1908.

The Commission handled this matter with the defendant railway company but said company declined to change the rates at present in effect. As the matter was of an interstate character same was beyond the jurisdiction of the Commission and claimants so advised.

FILE NO. 8264.

ATLANTA, BIRMINGHAM & ATLANTIC
RAILWAY COMPANY.

Petition for authority to install, temporarily, new passenger train service over petitioner's line between Atlanta and Oglethorpe, with authority to discontinue said additional service should same prove to be unremunerative.

Filed in office August 6, 1908.

Authority granted.

FILE NO. 8265.

ALBANY MILL SUPPLY COMPANY,

vs.

CENTRAL OF GEORGIA RAILWAY Co.

Claim for damage.

Filed in office August 7, 1908.

Claim paid October 12, 1908.

FILE NO. 8266.

W. M. WALL LUMBER Co.,

vs.

GULF LINE RAILWAY COMPANY.

Claims for overcharge.

Filed in office August 7, 1908.

This is a claim for overcharge growing out of an interstate shipment. The matter has been handled by the Commission with all of the lines which handled the shipment, and after extensive correspondence it was found necessary for the railroads to take the claim up with the Interstate Commerce Commission, in order that they might secure authority from said Commission to make reparation asked for by claimants. Claim still having attention.

FILE NO. 8267.

C. K. AYER,

vs.

CENTRAL OF GEORGIA RAILWAY Co.

} Failure to bulletin delayed trains, lack
of drinking water in passenger
coaches, crowded cars, etc.

} Filed in office August 7, 1908.

This matter was taken up with the railroad company which denied that the matters complained of were as stated in the complaint to the Commission. The Commission, however, took the question up again with the railroad company and directed that such action be taken as to remove cause for further complaints of this kind. No further complaint received.

FILE NO. 8268.

LYNDON MANUFACTURING Co.,

vs.

CENTRAL OF GEORGIA RAILWAY Co.

} Claim for refund of demurrage account
discontinuance of credit without
notice.

} Filed in office August 10, 1908.

After notice served upon the defendant company to show cause, and upon consideration of response of said company, the Commission on August 18, 1908, issued the following order:

"IN RE: Lyndon Mfg. Company, versus Central of Georgia Railway Company. Demurrage.

"Upon consideration of the above entitled matter, the Commission finds that prior to August 1, 1908, complainants were on credit list of defendant railroad company and that as is customary in such cases all cars arriving at Athens for complainants were delivered without payment of freight and other charges before delivery. The Commission further finds that on July 30th, defendant railroad company had for delivery to complainant a car which carried freight charges and switching, amounting to \$13.40, which car said defendant railroad company refused to deliver because said charges had not been paid. Complainants allege, and sufficient proof to the contrary has not been furnished, that they received no notice that they had been removed from the credit list of defendant railroad company and that because of failure of the railroad company to give them due notice to this effect, demurrage charges accrued.

"While the Railroad Commission of Georgia recognizes the right of the railroad companies to determine to whom they shall extend credit, such companies are not authorized to discontinue an understanding or arrangement of this kind without due notice being given and the Commission finds that due notice was not given in this case.

"IT IS THEREUPON ORDERED: That the Central of Georgia Railway Company shall, on or before August 18, 1908, deliver to Lyndon Mfg. Company car C-9205, covered by freight bill No. 549, dated July 30, 1908, upon payment by Lyndon Mfg. Company of freight and switching charges amounting to \$13.40, said delivery to be made without the collection of any demurrage charges.

"BY ORDER OF THE BOARD:

"GEO. F. MONTGOMERY, Secretary.

S. G. McLendon, Chairman."

FILE NO. 8269.

ATLANTA BOX FACTORY,
vs.

WESTERN & ATLANTIC RAILROAD CO.

} Claim for penalty demurrage.
} Filed in office August 8, 1908.

Investigation of the Commission not yet completed.

FILE NO. 8270.

KING HARDWARE COMPANY,
vs.

ATLANTIC COAST LINE RAILROAD.

} Transportation, small arms ammunition.
} Filed in office August 8, 1908.

This was a complaint that the defendant company refused to accept small arms ammunition for transportation. The matter was handled with the railroad company and on August 26th, the general freight agent of the Atlantic Coast Line Railroad advised the Commission that instructions had been given to agents of his company to accept such shipments.

See file No. 8236.

FILE NO. 8271.

R. C. IRWIN,

vs.

NASHVILLE, CHATTANOOGA & ST. LOUIS
RAILWAY COMPANY.

} Claim for overcharge.
} Filed in office August 8, 1908.

This was a claim for overcharge on shipment of one buggy from Elkhart, Ind., to Marietta, Ga. Paid September 12, 1908.

FILE NO. 8272.

COVINGTON TELEPHONE COMPANY.

} Filed in office August 8, 1908.

The record in this case covers the sale of the properties of the Covington Telephone Company to the Southern Bell Telephone and Telegraph Company, showing the terms and conditions of said sale.

FILE NO. 8273.

JOHN T. WILLIAMS,
vs.

GEORGIA RAILROAD AND CENTRAL OF
GEORGIA RAILWAY CO.

} Passenger train connection at Madison,
Ga.
} Filed in office August 11, 1908.

See file No. 8616.

FILE NO. 8274.

A. P. CARSWELL,
vs.

ATLANTIC COAST LINE RAILROAD.

} Petition for flag stop of trains engaged
in interstate commerce.
} Filed in office August 13, 1908.

On October 19th, the Commission wrote the petitioner as follows:

"With further reference to yours of August 11th, in the matter of stopping

certain trains on the flag at Hortense, I beg to advise that we have been handling this matter with the Atlantic Coast Line Railroad Company and are now in receipt of communication from said company stating that it is unwilling to make Hortense a flag stop for the trains in question, because of the fact that there is but little travel from Hortense; that the trains in question are parts of through connections, the schedules of which are made up at New York and Jacksonville, and the schedules are very fast, and to require said trains to stop at the various local stations would interfere with the mail contracts with the United States, and other conditions, and for other reasons. As you are no doubt aware, this Commission has no jurisdiction over trains engaged in interstate commerce, and we are, therefore, without any power to require said trains to stop at Hortense.

Regretting our inability to serve you in this instance, and assuring you of our readiness to assist you whenever we can, I am,"

FILE NO. 8275.

F. M. POTTS,

vs.

ATLANTA & WEST POINT RAILROAD.

} Claim for damage.

} Filed in office August 13, 1908.

This was a claim for damage to shipment of furniture from Atlanta to Gabbettsville, Ga. Claimant claimed that claim had been filed with the railroad company more than two years. Claim taken up by the Commission with the defendant company and same was paid.

FILE NO. 8276.

DUBLIN AUTOMOBILE & MACHINE Co.,

vs.

DUBLIN TELEPHONE & TELEGRAPH Co.

} Complaint of unjust discrimination.

} Filed in office August 14, 1908.

This was a complaint of alleged unjust discrimination by the defendant company in furnishing telephone service. Upon investigation the Commission was of the opinion that the practices complained of did not constitute an unjust discrimination.

FILE NO. 8277.

MILES BROTHERS,

vs.

SOUTHERN EXPRESS COMPANY.

} Complaint of double collection of express charges.

} Filed in office August 14, 1908.

Complainants complained that the Southern Express Company had from time to time, collected express charges at destination on prepaid shipments. Matter taken up with the defendant company, under Express Rule No. 12, and handled to a satisfactory conclusion.

FILE NO. 8278.

W. W. STARR,

vs.

WESTERN UNION TELEGRAPH Co.

} Refusal to transmit messages.

} Filed in office August 14, 1908.

This was a complaint that the office of the defendant company at Savannah had refused to accept and transmit a message calling for an answer, without the deposit of tolls to cover the answer. The matter handled with the telegraph company and complaint satisfactorily disposed of.

FILE NO. 8279.

SMITH HARRIS & COMPANY,

vs.

WADLEY SOUTHERN RAILWAY, AND AU-
GUSTA & FLORIDA RAILWAY Co.

} Lack of physical connection at Swains-
boro, Ga.
} Filed in office August 15, 1908.

FILE NO. 8280.

GEORGIA GRANITE & MARBLE Co.,

vs.

SOUTHERN RAILWAY COMPANY.

} Claim for refund of demurrage
charges.
} Filed in office August 17, 1908.

This was a claim for refund of demurrage charges which claimants stated they were required to pay for delay in unloading cars, the unloading of which would not have been delayed had the side track to claimant's factory been constructed within, as contended for by the claimants, a reasonable time.

Upon consideration of the facts in the case, the Commission advised claimants on August 18th, as follows:

"Yours of the 14th instant to Chairman McLendon duly received and in reply, I am directed to advise that while in equity, you might be entitled to a refund of the demurrage collected, the Commission does not see how it could require a refund, as the demurrage was collected in conformity with its rules. If the Commission had ordered the railroad company to construct this side track and had fixed a time within which same should be completed, and by reason of the failure of the railroad company to finish the track in said time you had been charged demurrage, we could in such case require refund made. However, no order of this Commission was issued fixing the date when the track should be completed, nor does it appear that there was any agreement made by the railroad company to construct the track within a set time. For these reasons, as I have stated before, we do not see how the Commission would be justified in ordering refund made. We regret that the facts and circumstances are such that we are unable to serve you, but assure you of our readiness to do so at any time we can.

"All papers are herewith returned."

FILE NO. 8281.

A. L. WILLIAMSON,

vs.

GEORGIA & FLORIDA RAILWAY Co.

} Agency station at Penhoopee, Ga.
} Filed in office August 17, 1908.

In answer to a letter received from Mr. Williamson, relative to an agency station at Penhoopee, Ga., the Commission on August 19th, advised him as follows:

"Replying to your favor of the 15th instant, requesting the Railroad Com-

mission to require the Georgia & Florida Railway to place an agent at Penhoopee, I beg to advise that while the Commission has authority to require the establishment of agencies, this authority, of course, is conditioned upon the necessity or reasonable demands therefor in each case. Before the Commission could require an agency established at Penhoopee, it will be necessary for the Board to make thorough investigation and ascertain the facts in the case. To this end, if you desire to pursue the matter, I would suggest that you file a petition setting out the business demands for the establishment of an agency and have same properly signed by parties interested and forward said petition to this office. Upon receipt thereof, the Commission will start investigation and give the matter its best attention."

FILE NO. 8282.

CARSON CROWLEY,

vs.

SOUTHERN EXPRESS COMPANY.

} Claim for overcharge.

} Filed in office August 17, 1908.

This was a claim for refund of overcharge on several express shipments. All claims paid August 24, 1908.

FILE NO. 8283.

BALL GROUND, GA.,

vs.

LOUISVILLE & NASHVILLE RAILROAD.

} Petition for depot.

} Filed in office August 18, 1908.

Copy of petition served on defendant railroad company and matter set down for formal hearing before the Commission. Upon consideration of the evidence submitted at said hearing, the Commission was of the opinion that improved depot facilities should be provided at Ball Ground and ordered the railroad company to submit plans for such a depot building as would meet the demands of the shipping and traveling public at that point. Plans were submitted and approved, and depot building erected in accordance therewith.

FILE NO. 8284.

GEORGIA RAILROAD COMPANY.

} Petition for authority to increase passenger rate from $2\frac{1}{4}$ cents to $2\frac{1}{2}$ cents per mile.

} Filed in office August 19, 1908.

After several formal hearings and upon consideration of all of the evidence and arguments submitted to the Board, the Commission was of the opinion that no change should be made in rates of the petitioning company, and its petition was, therefore, denied.

FILE NO. 8285.

M. WALKER,

vs.

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY.

} Complaint as to telephone service at Luella, Ga.

} Filed in office August 19, 1908.

This was a general complaint relative to telephone service at Luella, Ga. Matter taken up with the company complained against and proper attention given same by said company. No further complaints received.

FILE NO. 8286.

S. C. KYTLE,
vs.

SOUTHERN RAILWAY COMPANY.

} Rates on furniture from Toccoa to
Carrollton, Ga.

} Filed in office August 19, 1908.

Complainant complained that a few years previous, Carrollton, Ga., had a rate on furniture from Toccoa, Ga., of 53 cents per hundred pounds, but that now the rate was 67½ cents. Investigation failed to show that any lower rate than the present published rate ever applied between the points named.

FILE NO. 8287.

GULF LINE RAILWAY CO.

} Petition for authority to revise local
passenger tariffs by making fares
end in 5 or 0, so as to avoid the
necessity of making penny change.

} Filed in office August 20, 1908.

Under the rules covering the agreement entered into by the Railroad Commission with the railroads using interchangeable mileage, this privilege was granted said railroad companies, and it being shown to the Commission that the Gulf Line Railway is honoring all interchangeable mileage, the same privilege was granted that company.

FILE NO. 8288.

C. H. HOWARD *et al.*,
vs.

DOUGLAS, AUGUSTA & GULF RAILWAY.

} Complaint of passenger train service.
Filed in office August 20, 1908.

This was a complaint of lack of passenger train equipment and consequent necessity of crowding white and black passengers in same cars. Investigation showed that the trains referred to were freight trains and passengers were only allowed to use same as a matter of convenience, and if additional passenger equipment was required for said trains, defendant company would stop allowing passengers said privilege. Complainant was advised of these facts and no further response received from him.

FILE NO. 8289.

CITIZENS OF AMERICUS, GA.,
vs.

AMERICUS ILLUMINATING & POWER COM-
PANY.

} Rates charged for light and power.
Filed in office August 21, 1908.

Notice of the complainant's petition was served on the defendant company and said company required to file its response in writing. Copy of the defendant's response was furnished to the complainant and the case was set down for formal hearing before the Commission for January 7, 1909. On December

31, 1908, the Commission received a joint letter from counsel representing both the complainant and defendant companies, requesting that said case be dismissed. Same was granted and all parties so notified.

FILE NO. 8290.

RED CROSS DRUG COMPANY,

vs.

ATLANTA, BIRMINGHAM & ATLANTIC
RAILROAD COMPANY.

} Claim for shortage.
Filed in office August 21, 1908.

Claim paid September 19, 1908.

FILE NO. 8291.

F. J. CHAPMAN,

vs.

CENTRAL OF GEORGIA RAILWAY Co.

} Claim for refund of passenger fare.
Filed in office August 21, 1908.

This was a complaint made on account of fare collected for seat in sleeping car from complainant, as set out in the following letter of the Commission addressed to the railway company of August 24, 1908:

"The Commission is in receipt of a complaint from Mr. F. J. Chapman, Atlanta, Ga., relative to fare charged him for seat in sleeping car when the seat occupied by him was, as he claims, already paid for by the party with whom he was riding. With his letter he enclosed letter written by you to him August 19th, file C-147.

"As we understand the matter, the contention of Mr. Chapman is that when his daughter purchased at Atlanta a berth to Savannah, said purchase entitled two to the accommodations as is customary in such cases. Whether his daughter had company from the start or whether that company got on the car at some other point, in the opinion of Mr. Chapman, does not affect the case. I believe it is the rule that a passenger holding ticket for one berth is entitled to accommodations for two between points the berth rate applies. If this is true, it would appear that Mr. Chapman's complaint is in order. Please let us hear from you fully upon this point."

On August 25th, the general passenger agent of the defendant company advised the Commission that his previous letter, declining to refund amount claimed, was written under a misapprehension of the facts in the case and advised that instructions would be given on that day for the payment of the claim.

FILE NO. 8292.

RAILROAD COMMISSION OF GEORGIA.

} Convenient stopping of passenger
trains at depots.
Filed in office August 21, 1908.

This matter was taken up by the Commission of its own initiative, and on August 29, 1908, the following communication was sent out by the Commission: *"To the President of each Railroad in Georgia:*

"The Railroad Commission is advised that some of the railway companies in Georgia are not stopping their passenger trains at their passenger stations in

such manner as to properly serve the comfort and convenience of their passengers. On January 13, 1903, the Commission addressed a communication to all lines operating in this State calling upon them to stop their passenger trains at their stations with reference to the comfort and convenience of passengers boarding and leaving their trains, and without reference to the convenient loading or unloading of baggage, express, etc., and each line responded by advising that such instructions would be given as would carry out the purpose of the Commission.

"This matter is again called to your attention, and you are requested to advise the Commission promptly whether or not your company is properly carrying out this rule.

Yours very truly,

"S. G. McLENDON, Chairman."

The various lines in the State acknowledged receipt of said notice and advised that the same would be observed.

It being brought to the attention of the Commission, however, that, in some instances, said notice was not being complied with, the Board, on September 23, 1908, made effective the following rule—being passenger rule No. 13:

"All passenger trains operated in this State shall, at all stations where such trains stop, either upon flag or regular schedule, be brought to a standstill with such relation to the waiting rooms of the station building, or other passenger facilities at said stations, as will render egress from and ingress to said trains most practicable and convenient for the passengers, without reference to the convenient handling of baggage or other freight."

FILE NO. 8293.

WESTERN UNION TELEGRAPH CO.

} Telegraph agency at Montezuma, Ga.
} Filed in office August 24, 1908.

This was a petition of the Western Union Telegraph Company to consolidate its independent agency with the railroad telegraph agency at said point. After formal hearing, notice of which was served on all parties at interest, the Commission granted the authority prayed for.

FILE NO. 8294.

LEGG BRICK COMPANY,

vs.

WESTERN & ATLANTIC RAILROAD CO.

} Claim for overcharge.
} Filed in office August 24, 1908.

Complainants made inquiry of the Commission as to their rights to sue in the Justice Courts of their own county on claims growing out of interstate shipments. The Commission advised that since this was purely a question of law, it would prefer not to give an opinion.

FILE NO. 8295.

T. A. CHEATHAM,

vs.

CENTRAL OF GEORGIA RAILWAY CO.

} Interstate shipments of cotton.
} Filed in office August 24, 1908.

This was complaint against the Central of Georgia Railway Co. account re-

fusal of said company to issue through bills-lading on cotton, originating at local stations on said company's line to North Carolina points. Matter taken up by the Commission with the railway company, but no definite conclusion reached.

FILE NO. 8296.

EASTMAN OIL MILLS,

vs.

SOUTHERN RAILWAY COMPANY.

} Method of arriving at weight on oil
shipped in tank cars.

} Filed in office August 24, 1908.

The Commission handled this matter with the defendant railway company and requested said company to send a representative to Eastman, Ga., to confer with the complainants. This was done and on October 29, 1908, the assistant general freight agent of the Southern Railway Company reported the result of the conference with the complainants, and no further complaint was received.

FILE NO. 8297.

GLENWOOD, GA.,

vs.

SEABOARD AIR LINE RAILWAY.

} Petition for side track.

} Filed in office August 24, 1908.

This matter was taken up with the railway company, but no satisfactory disposition appearing to be practicable by correspondence, said matter was set down for a formal hearing before the Commission, at its meeting to be held on October 22, 1908, and all parties at interest duly notified. At said hearing, the representatives of petitioning party and of the railway company agreed upon terms for the construction of the desired side track, and the case satisfactorily disposed of.

FILE NO. 8298.

HEARD BROTHERS,

vs.

SOUTHERN RAILWAY COMPANY.

} Claim for damage.

} Filed in office August 24, 1908.

This was a claim for damage account delay in delivering a shipment of long staple cotton. The Commission advised the complainants that the claim for damage was beyond its jurisdiction, but took the matter up with the railway company. Investigation developed that the papers covering claim in question had been lost, and the Commission requested the complainant to duplicate papers, but no response was received to said request.

FILE NO. 8299.

M. B. EUBANKS, Atty.

} Rates on wood.

} Filed in office August 24, 1908.

This was a request for information relative to rates on wood between stations on the Chattanooga Division of the Central of Georgia Railway. Information furnished.

FILE NO. 8300.

E. DOMINICK & COMPANY,	}	Claim for shortage.
CENTRAL OF GEORGIA RAILWAY Co.		Filed in office August 25, 1908.

The following letter addressed to the complainants on August 25th, will explain the handling of these claims.

"Your esteemed favor of the 24th instant, relative to two claims against the Central of Georgia Railway Company, one account shortage of six sacks of corn and the other shortage of one sack of meat.

"As to the first claim, namely, shortage of corn: it appears that the car was delivered under seal, and if this is true I do not see how the railroad company could be held responsible. But as stated by letter of Freight Claim Agent to you, which is herewith returned, claim should properly be made against the shipper. In other words, if the railroad company can show, and Mr. McKinstry, the Freight Claim Agent, so contends, that the car moved under unbroken seal, that's conclusive evidence that the shortage did not occur while the goods were in possession of the railroad company.

"As to the claim account of shortage of one sack of meat, if you will furnish us with the railroad company's claim number, we will take pleasure in assisting you in any way that we can to secure settlement. I presume that by this time the road has acknowledged your claim and given you the file or claim number under which they handled same."

No further response from claimant.

FILE NO. 8301.

H. L. BARFIELD,	}	Claim for refund of demurrage.
vs.		Filed in office August 25, 1908.
CENTRAL OF GEORGIA RAILWAY Co.		

This was a claim for refund of demurrage charges collected on car shipped from Savannah, consigned to the claimant at Macon and then reshipped by him to Parrott, Ga. Claimant contended that he was entitled to 48 hours free time at Macon for unloading and also 48 hours at same place for loading, by reason of car being reshipped to Parrott, notwithstanding the fact that the car was never unloaded or loaded at Macon, but same was reconsigned to Parrott just as shipped from Savannah.

The demurrage was collected upon account of the failure of the claimant to give direction at Macon as to the disposition of the car until after the accumulation of three days demurrage. On September 1st, the Commission addressed the claimant the following letter:

"Replying to your favor of the 29th ultimo, relative to claim for refund of demurrage collected on shipment from Savannah to Macon, and thence to Parrott, Ga., I beg to advise that it appears from the papers that this demurrage was collected because of your failure to give the railroad company notice for disposition or delivery. As to your claim for an allowance of loading and unloading time, I beg to say that such time is not due until the consignee is given notice for placing or delivery of shipments. It appears from the papers the demurrage was collected as stated above because no direction was given

in the prescribed time after notice of arrival was served. If I am incorrect, please advise. If my understanding is correct, then the demurrage was properly assessed."

FILE NO. 8302.

MONTICELLO TELEPHONE COMPANY.

} Petition for authority to issue capital stock.

} Filed in office August 26, 1908.

After due investigation and formal hearing in regard to this matter, the Commission on August 27th, issued an order approving the issuance of the capital stock prayed for.

FILE NO. 8303.

A. S. REID *et al.*,

vs.

CENTRAL OF GEORGIA RAILWAY CO.

} Refusal to accept shipments of cotton for North Carolina points.

} Filed in office August 26, 1908.

This was a complaint that the defendant railway company refused to issue bill-lading through on cotton from local stations on its line to Wilmington and other North Carolina points. The Commission advised complainants that the complaint was beyond its control; but at the same time took the matter up with the defendant railway company, in an informal way, requesting said company to publish through rates to North Carolina points. The defendant railway company opposed the routing of cotton from local stations on its line intended for export, to any other port than Savannah, Ga., contending that it was entitled to the fullest revenue possible on such movement, inasmuch as its own line reached a port at which all needful facilities for exporting, etc., obtained.

After considerable correspondence, the railway company, on December 12, 1908, advised the Commission that complainant had made certain concessions in his demands, and that the railway company had agreed to work out a plan that would be fair to both the complainant and the railway company. On February 8th, said company further advised that experiments were being made and as soon as reliable information could be secured as to the effect of the new rates, further conference would be had with the complainant and the Commission. Complainant was so advised and no further complaint has been received.

FILE NO. 8304.

MATTHEWS & BROOKS,

vs.

GEORGIA RAILROAD COMPANY.

} Claim for loss.

} Filed in office August 27, 1908.

This matter was taken up with the railroad company and said company claimed to hold clear delivery receipt for the alleged loss of shipment. Claimants were so advised, and they replied that if the railroad company could show a receipt, they would settle claim on that basis. The railroad company was so advised.

FILE NO. 8305.

SOUTHERN RAILWAY COMPANY.

} Classification on food stuff.
 } Filed in office August 28, 1908.

The Southern Railway Company called the attention of the Commission to the fact that its classification on food stuff was conflicting; the necessary correction was made in Circular No. 341.

FILE NO. 8306.

L. GROSSMAN,

vs.

ADAMS EXPRESS COMPANY.

} Claim for proceeds of ole hoss sale of
 } undelivered shipment.
 } Filed in office August 28, 1908.

This claim was filed account of undelivered shipment by express from Atlanta to New York, which was sold at "ole hoss" sale and no accounting of proceeds made. The Commission handled the claim with the defendant company but no disposition accomplished.

FILE NO. 8307.

THOMAS M. GODLEY,

vs.

SOUTHERN RAILWAY AND SEABOARD AIR
LINE RAILWAY.

} Passenger train connection at Everett.
 } Filed in office August 31, 1908.

Investigation disclosed the fact that the trains in question were engaged in interstate commerce and were, therefore, beyond the control of the Commission. Petitioner was so advised.

FILE NO. 8308.

ROOF HARDWARE COMPANY,

vs.

CENTRAL OF GEORGIA RAILWAY Co.,

} Claim for damage.
 } Filed in office August 31, 1908.

The Commission advised claimants that claims for damage were beyond its control; the matter, however, was taken up with the railroad company but said company declined to admit of liability.

FILE NO. 8309.

CONNORS BAGGAGE EXPRESS,

vs.

SAVANNAH UNION STATION Co.

} Complaint of unjust discrimination.
 } Filed in office August 31, 1908.

Connors Baggage Express complained that the Savannah Union Station Company extended privileges to the Savannah Baggage and Cab Company that were not allowed other baggage companies doing business in Savannah. Copy of complaint served upon the defendant company with notice to show cause. Copy of response of defendant company furnished complainants with request that they communicate with the Commission further, if after reading same, they had anything further to submit. No response.

FILE NO. 8310.

DALTON GROCERY COMPANY,
vs.

ATLANTIC COAST LINE RAILROAD.

} Claim for damage.
} Filed in office August 31, 1908.

This was a claim for damage to shipment of meal which was rejected at destination and returned to shippers.

The Commission advised claimants that it had no jurisdiction over claims of this character, but at the same time took the matter up with the railroad company. The defendant company reported result of its investigation to the Commission and declined to admit of liability on the claim. Papers were returned to claimants with advice that their only recourse was a suit in the courts.

FILE NO. 8311.

WRIGHTSVILLE & TENNILLE RAILROAD.

} Petition for authority to close Commission Agency maintained by said company at Mullis, Ga.
} Filed in office August 31, 1908.

The Commission advised the petitioning company that no action could be taken on petition without giving notice to all parties at interest in the matter, and requested said company to furnish it with names of such parties. No further response.

FILE NO. 8312.

ATLANTA & WEST POINT RAILROAD CO.

} Petition for authority to discontinue flag stops at Fairview and Cannonville, Ga.
} Filed in office August 31, 1908.

Copy of petition furnished to postmasters of the two stations named, but no response received from them.

FILE NO. 8313.

RAILROAD COMMISSION OF GEORGIA.

} Request for reports from railway companies.
} Filed in office August 31, 1908.

The record in this case covers answers of the various railway companies in Georgia to order of the Commission, requiring all of said companies to make report to the Commission as to all attorneys and surgeons to whom free transportation was issued.

FILE NO. 8314.

BUILDERS SUPPLY COMPANY,
vs.

SOUTHERN RAILWAY COMPANY.

} Claim for overcharge.
} Filed in office August 31, 1908.

This was a claim for overcharge on shipments from Louisville, Ky. to Athens, Ga. The Commission advised the claimants that inasmuch as the shipments were interstate, the claim was beyond its control. The matter, however, was taken up with the railway company but no disposition effected.

FILE NO. 8315.

FARMERS SUPPLY COMPANY,

vs.

SEABOARD AIR LINE RAILWAY.

} Claim for loss.

} Filed in office September 1, 1908.

This was a claim for loss of one bale of sheeting. Claim taken up by the Commission with the defendant railway company and same paid on December 15, 1908.

FILE NO. 8316.

DICKERSON & BAKER LUMBER Co.,

vs.

GEORGIA SOUTHERN & FLORIDA RAILWAY
COMPANY.

} Claim for overcharge.

} Filed in office September 1, 1908.

This was a claim for overcharge on shipment of lumber from Jasper, Fla., to Greenville, Ga., account failure of the railway companies to observe rate quotation made claimants on said shipment prior to its movement. Upon investigation the Commission found that the published rate as filed with the Interstate Commerce Commission was applied to the shipment and there was, therefore, no overcharge. As to the failure of the railway companies to observe the rate quotation referred to, the Commission advised the claimants that their only recourse would be in the nature of a claim for damage, if damage was sustained, and that the courts alone could handle such a claim.

FILE NO. 8317.

C. H. NOBLES AND A. L. HOWARD,

vs.

GEORGIA COAST & PIEDMONT RAILROAD
COMPANY.

} Inability to secure cars for loading.

} Filed in office September 2, 1908.

Complainants complained that they were unable to secure cars for loading at Beards Creek, Ga., a station on the Georgia Coast & Piedmont Railroad. Matter taken up with the defendant company and cars furnished promptly.

FILE NO. 8318.

CITIZENS OF BARNETT, GA.,

vs.

GEORGIA RAILROAD COMPANY.

} Opening public road crossing.

} Filed in office September 2, 1908.

Honorable M. L. Felts filed with the Commission copy of petition, which petitioners had forwarded to the Georgia Railroad and the county Commissioners of Warren county. The Commission advised petitioners that matters of this kind did not come within the jurisdiction of this Board, but the question was

taken up with the Georgia Railroad. On September 3rd, the Commission was furnished with a copy of the railroad company's communication to Mr. W. E. English, representing petitioners, in which said company gave its reasons for declining to open the desired public crossing.

FILE NO. 8319.

NICHOLLS FURNITURE COMPANY,	}	Claim for damage. Filed in office September 3, 1908.
vs.		
ATLANTA, BIRMINGHAM & ATLANTIC		
RAILROAD COMPANY.		

This was a claim for \$2.50 account damage to stove. The Commission advised claimants that while it had no jurisdiction over claims for damage, this matter would be taken up with the defendant railway company. The defendant railway company, after investigation, reported that the invoice value of this stove was \$22.50, that claimants sold the stove for \$43.00, but claimed that damage to handle of stove door prevented them from selling stove at the retail price, namely \$45.00. The railway company declined to admit of liability for damage, inasmuch as the claimants sold stove at 100-per cent. profit. Copy of the answer of the railway company furnished the claimants, and no further response received from them.

FILE NO. 8320.

WAY & COMPANY,	}	Removal of side track. Filed in office September 3, 1908.
vs.		
MACON, DUBLIN & SAVANNAH RAILROAD,		

Complainants complained that the defendant railroad company had removed side track previously located at complainants' mill site. While the Commission was investigating said matter, the complainants requested that no action be taken as they had received assurance from the railroad company that the track would be re-laid as soon as practicable.

FILE NO. 8321.

W. J. McNAUGHTON, COVENA, GA.	}	Request for information relative to rate on shipment from Elkhart, Ind. to CovenA, Ga. Filed in office September 3, 1908.

Information furnished September 4th.

FILE NO. 8322.

GAINESVILLE MIDLAND RAILWAY CO.

Petition for authority to inaugurate, experimentally, additional train service, between Gainesville and Athens, Ga., with authority to discontinue said additional service, if the experiment should prove unremunerative.

Filed in office September 3, 1908.

Authority granted on September 4, 1908.

FILE NO. 8323.

SOUTHERN PINE CO. OF GEORGIA,

vs.

CENTRAL OF GEORGIA RAILWAY CO.

Claim for penalty demurrage.

Filed in office September 4, 1908.

This claim, amounting to \$15.00, was filed, account of delay in placing three cars consigned to complainants at Savannah. Upon investigation, the Commission found that penalty was due only for \$12.00 instead of \$15.00 as claimed, and the defendant railway company requested to pay claimants said amount of \$12.00. Commission advised by the defendant railway company, on November 10, 1908, that claim would be paid, in said amount.

FILE NO. 8324.

E. E. LOWE LUMBER COMPANY,

vs.

SOUTHERN RAILWAY COMPANY.

Claim for penalty demurrage.

Filed in office September 5, 1908.

This claim was filed account delay by the defendant railway company in giving claimants notice of the arrival of shipment. Notice was served by the Commission on the defendant railway company to show cause, if any it could, why the claim should not be paid. Said company declined to voucher claim upon the grounds that the notice was delayed because of the congestion of the yards, which made it impracticable to weigh car and hence notice could not be given consignee until the weight of the car could be ascertained and upon the further ground that claimants sustained no damage by reason of the delay.

Upon consideration of the response of the railway company, the Commission was of the opinion that sufficient cause had not been shown to relieve it of the penalty claimed and the Special Attorney of the Commission, after investigation of the records in said case, recommended to the Commission that said matter be turned over to the Governor for direction as to whether or not suit should be brought against the defendant railway company as provided for by the Act of August 23, 1907.

FILE NO. 8325.

A. CORBITT,

vs.

ATLANTIC COAST LINE RAILROAD.

} Claim for loss.

} Filed in office September 7, 1908.

This was a claim for loss, shipment of shoes from Auburn, N. Y. to Willacoochee, Ga. Matter taken up with the defendant railroad company and claim paid September 14, 1908.

FILE NO. 8326.

W. H. MCKENZIE,

vs.

VARIOUS RAILWAY COMPANIES.

} Increased rates on cottonseed oil from
Georgia points to interstate points.

} Filed in office September 7, 1908.

FILE NO. 8327.

J. R. & T. BUNN,

vs.

SOUTHERN EXPRESS COMPANY.

} Claim for overcharge.

} Filed in office August 27, 1908.

Complainants complained of express charges collected on shipment of silver money from Fairfax, S. C., to Savannah, Ga. Upon investigation the Commission found that an overcharge of \$1.00 had been collected, and upon handling the matter with the Southern Express Company same was promptly refunded.

FILE NO. 8328.

CITIZENS OF RALEIGH, GA.,

vs.

WESTERN UNION TELEGRAPH CO.

} Discontinuing telegraph service.

} Filed in office September 7, 1908.

Upon investigation, the Commission found that the Western Union Telegraph Company maintained telegraphic service at Raleigh, Ga., by employing the railroad agent to act also as telegraph agent and that the railroad company discontinued its agency station at said point, and requested the telegraph company to disconnect its wires with said office.

FILE NO. 8329.

W. P. SPARKS,

vs.

CENTRAL OF GEORGIA RAILWAY CO.

} Rates on cotton bagging.

} Filed in office September 7, 1908.

Complainant sold some cotton bagging to Hammack Rish Sons Company, Edison, Ga., based on Savannah price, plus freight rate from Savannah to Edison. Hammack Rish Sons Co., had, previously, made inquiry of the Commission as to the correct rate on cotton bagging from Savannah to Edison, and were advised that the rate was 33 cents per hundred pounds. In billing Hammack Rish Sons Co., for the bagging, Mr. W. P. Sparks, assessed freight charges at 36 cents per hundred pounds, as per supplement 1 to Central of Georgia Railway Bagging and Tie Tariff, the rate which Mr. Sparks was required to pay. Investigation, by the Commission disclosed the fact that the defendant

company had increased the rate on bagging to Edison and other Georgia, Florida and Alabama Railway stations without first securing the consent of the Railroad Commission, as required by Circular No. 314. The Commission, therefore, required refund of charges on basis of 33 cents per hundred pounds.

Subsequently the railway company, in due form, made application for authority to make effective the change in rates referred to, said change being made on basis of lowest combination, and after due consideration the authority prayed for was granted.

FILE NO. 8330.

S. F. NEAL,

vs.

GEORGIA RAILROAD COMPANY.

} Claim for overcharge.

} Filed in office September 8, 1908.

Complainant shipped car of household goods from Gadsden, Alabama to Thomson, Ga., and through error agent of the initial line omitted to mark the bill-lading "released." Freight charges were collected upon unrestricted valuation and upon handling the matter with the defendant railroad company, the error was detected and charges amended so as to apply on the released valuation.

FILE NO. 8331.

MEIGS LUMBER & MFG. COMPANY,

vs.

ATLANTIC COAST LINE RAILROAD.

} Complaint of side track rental.

} Filed in office September 8, 1908.

FILE NO. 8332.

BAISDEN & COMPANY,

vs.

GEORGIA NORTHERN RAILWAY COMPANY.

} Claim for overcharge.

} Filed in office September 8, 1908.

The Commission furnished correct information as to rates applicable on these shipments with a statement of overcharges, and claims were promptly paid.

FILE NO. 8333.

STEWART-MOREHEAD COMPANY,

vs.

GEORGIA & FLORIDA RAILWAY COMPANY.

} Inability to secure cars.

} Filed in office September 8, 1908.

Complainants complained of inability to secure necessary cars for movement of cotton from Georgia & Florida Railway stations to Savannah, when routing was desired via Vidalia, Ga. Matter handled with the defendant company and adjusted.

FILE NO. 8334.

ATLANTA OIL & FERTILIZER COMPANY,

vs.

NASHVILLE, CHATTANOOGA & ST. LOUIS
RAILWAY COMPANY.

} Claim for overcharge.

} Filed in office September 8, 1908.

This was a claim of excessive charges for icing cars. After extensive correspondence and investigation claim was paid February 2, 1909.

FILE NO. 8335.

W. A. SPENCER,

vs.

GEORGIA SOUTHERN & FLORIDA RAILWAY
COMPANY.

} Petition for flag stop at Clarking, Ga.
} Filed in office September 8, 1908.

This was a complaint that the defendant railway company had discontinued stopping its passenger trains No. 1 and 2, at Clarking, Ga., and had caused an increase in passenger fare between Kent, Fla., and Clarking, Ga., by charging passengers rates between said point as if passengers boarded and left trains at first agency station north of Clarking. Matter taken up with the railway company but said company declined to change its rule and rate. On December 14, 1908, the Commission addressed the following letter to Mr. J. B. Munson, vice-president of the defendant railway company:

"Replying to yours of the 12th instant, relative to the complaint of Mr. W. A. Spencer of Clarking, Ga., I beg to advise that the Commission appreciates the fact that this matter being of an interstate character, does not come within its jurisdiction, but the Board was handling same with you feeling assured that regardless as to the right of this Commission to control same, you would be ready to acknowledge any merit in any claim that might be presented. It appears from our record Mr. Spencer up to a recent date, enjoyed the privileges for which he is contending, and accordingly made his plans. The Board is of the opinion that the same facilities which obtained when he made his business connections should be continued, as no good reason has been shown why such should not be done."

On December 21st, Mr. Munson advised the Commission that an investigation had been made and instructions given to restore the rate formerly in effect, and that trains Nos. 1 and 2 would also stop at Clarking, Ga., to take on and let off passengers.

FILE NO. 8336.

CITIZENS OF PEMBROKE, GA.,

vs.

SOUTHERN EXPRESS COMPANY.

} Petition for express service.
} Filed in office September 8, 1908.

This was a petition, that the Southern Express Company be required to inaugurate express service on all passenger trains operated over the line of the Seaboard Air Line Railway, between Savannah, Ga. and Montgomery, Ala. Matter taken up with the express company and satisfactorily arranged on September 22, 1908.

FILE NO. 8337.

J. B. WILLIAMS,

vs.

ALABAMA GREAT SOUTHERN RAILWAY,

} Rates on coal from Tennessee mines.
} Filed in office September 8, 1908.

Complainant complained that he was being charged 80 cents per ton on coal from Chattanooga, Tenn. to Trenton, Ga., as the proportion of through rates from mines in Tennessee, whereas previously he had enjoyed a rate of 60 cents per ton as the proportion from Chattanooga to Trenton, Ga. The matter was taken up with the defendant railway company, which company re-published rate from Tennessee mines to Trenton, Ga., allowing 60 cents per ton between Chattanooga and Trenton, as desired by the complainant.

FILE NO. 8338.

WHITE HICKORY WAGON MFG. CO.,	}	Claim for damage . Filed in office September 10, 1908.
<i>vs.</i>		
SOUTHERN RAILWAY COMPANY.		

Commission advised the complainants that it had no control over claims for damage, but took the matter up with the railway company. After considerable correspondence the railway company declined to admit of liability for damage.

There was also in this case a claim for demurrage, and as to this feature, claimants were requested by the Commission to furnish further information, but no response was received to said request.

FILED NO. 8339.

E. T. BOSWELL,	}	Claim for overcharge. Filed in office August 17, 1908.
<i>vs.</i>		
SOUTH GEORGIA RAILWAY COMPANY.		

This was a claim for overcharge on shipment of live stock from Siloam, Ga., to Quitman, Ga. Commission furnished the railroad company with statement of correct rate and amount of overcharge and claim paid September 9, 1908.

FILE NO. 8340.

S. G. McLENDON,	}	Semi-official correspondence. Filed in office September 10, 1908.
Chairman.		

This record covers correspondence by the Chairman of the Commission with various parties relative to transportation problems.

FILE NO. 8341.

J. W. BALE,	}	Passenger train connection at La Fayette, Ga. Filed in office September 11, 1908.
<i>vs.</i>		
CENTRAL OF GEORGIA RAILWAY COMPANY		
AND SOUTHERN RAILWAY COMPANY.		

FILE NO. 8342.

WILLIAMS-HESTER MARRIE CO.,	}	Claim for loss and overcharge. Filed in office September 12, 1908.
<i>vs.</i>		
LOUISVILLE & NASHVILLE RAILROAD.		

Claimants claimed of their inability to collect several claims which they held

against the defendant railroad company. Claims handled by the Commission with said railroad company and paid October 15, 1908.

FILE NO. 8343.

EMPIRE BUGGY COMPANY,	}	Claim for overcharge. Filed in office September 12, 1908.
vs.		
SOUTHERN RAILWAY COMPANY.		

Investigation of the Commission not yet complete.

FILE NO. 8344.

CONSOLIDATED NAVAL STORES CO.,	}	Claim for loss. Filed in office September 12, 1908.
vs.		
CENTRAL OF GEORGIA RAILWAY CO.		

This was a claim for loss of one barrel of spirits. Matter handled with the defendant railroad company and as said company could not show delivery, claim was paid on October 15, 1908.

FILE NO. 8345.

R. C. NEELEY COMPANY,	}	Claim for overcharge and damage. Filed in office September 12, 1908.
vs.		
CENTRAL OF GEORGIA RAILWAY CO.		

This record covers several claims of R. C. Neely Company Waynesboro, Ga., aggregating \$172.27, against the Central of Georgia Railway Company. The Commission advised by claimants on January 15th, that all of these claims, except one, had been paid and payment of that one was expected within a very short time.

FILE NO. 8346.

GRANTHAM & LESTER,	}	Claim for overcharge and complaint of delays to express shipments. Filed in office September 14, 1908.
vs.		
SOUTHERN EXPRESS COMPANY.		

Matter handled with the defendant company and claims paid, and instructions given that caused the complaint relative to delayed transportation to be removed.

FILE NO. 8347.

ETOWAH VEHICLE MFG. COMPANY,	}	Classification, hose reels. Filed in office September 14, 1908.
vs.		
RAILWAY COMPANIES.		

This was a petition for rating applicable, in Georgia, on hose reels, said article not being specifically provided for in the Commission's classification. After due investigation, the Commission adopted the same rating on hose reels, as carried in the Southern Classification.

FILE NO. 8348.

GEORGIA HYDRAULIC STONE CO.,
vs.
 ATLANTIC COAST LINE RAILROAD.

} Claim for overcharge.
 Filed in office September 14, 1908.

This was a claim for overcharge on shipment of cement tile. The railroad company had assessed charges on basis of straight class P. rate, whereas charges should have been assessed at class P, less 20 per cent. Commission advised the defendant railroad company to this effect and instructed that claim be paid.

FILE NO. 8349.

FAUCETT & BRILEY,
vs.
 ATLANTIC COAST LINE RAILROAD.

} Petition for side track.
 Filed in office September 15, 1908.

Petitioners desired a side track at their lumber plant near Pidcock, Ga.; they informed the Commission that they had advised the defendant railroad company of their willingness to meet its usual requirements in such cases, but that said railroad had declined to construct siding. Matter taken up by the Commission with the railroad company, on September 16th, and on October 13th, the superintendent of the Atlantic Coast Line Railroad advised the board that track would be put in under the usual terms and conditions.

FILE NO. 8350.

W. J. DUGGER,
vs.
 MILLTOWN AIR LINE RAILWAY.

} Claim for loss.
 Filed in office September 15, 1908.

The record in this case covers claim account loss of empty cement sacks from Milltown, Ga. to Vulcanite, N. J. Investigation of the Commission not yet complete.

FILE NO. 8351.

W. M. SISSON,
vs.
 LOUISVILLE & NASHVILLE RAILROAD.

} Rate on cross ties.
 Filed in office September 16, 1908.

This case involved rate on cross ties from local stations on the Louisville & Nashville Railroad in Georgia, to stations on said line in Tennessee. Said matter not as yet disposed of.

FILE NO. 8351-A.

EMPIRE PRINTING & BOX CO.,
vs.
 SOUTHERN RAILWAY COMPANY.

} Claim for overcharge.
 Filed in office September 16, 1908.

Claimants based their claim for overcharge on shipment of paper boxes from Atlanta to Gainesville, Ga., on freight rule No. 4 of the Commission, which entitled shippers to lowest rate in effect whether said rate be prescribed by the Commission or is voluntarily published by the railroads. The Commission

has ruled that where the Southern Classification carries a lower rating than is carried in the classification of the Commission, said Southern Classification rating must be used, but that in using same it must be applied to the railroad's tariff and not to the standard tariff of the Commission. And, likewise, where the Commission's classification carries a lower rating than the Southern Classification, that shall be used, but must be used in connection with the standard tariff of the Commission and not applied to the tariffs of the railroad company. In other words, that the Classification of the Railroad Commission can not be used in connection with the railroad's tariff, nor can the Southern Classification be used in connection with the Commission's standard tariff; if the Commission's classification is used, the Commission's tariff must be used; and if the railroad's classification is used, its tariffs must be used.

The following letter of the Commission addressed to the claimants on November 16th, will explain the handling and the disposition of this claim:

"Referring again to the matter of claim of the Empire Printing & Box Company, growing out of freight charges on shipment from Atlanta to Gainesville, I beg to advise that upon further handling with the Southern Railway Company, Mr. R. Clifton, G. F. A. informs us that the rates from Atlanta to Gainesville are specifically published "subject to Georgia Commission classification."

"This being true, the point raised in previous correspondence that shippers were entitled to the lowest rate, whether that be arrived at by Southern Classification and the railroad company's tariff or by our classification and standard tariff, is ineffective, because as stated above, the rates specify the classification applicable. Therefore, the rates and our classification is the rate of the railroad company, and since said rate is the same as our classification and tariff, there is no lower or higher rate according as to the combination used."

FILE NO. 8352.

W. H. SHARPE,

vs.

CENTRAL OF GEORGIA RAILWAY Co.,

} Inability to secure cars for loading.
 } Filed in office September 16, 1908.

Complainant requested information as to the rules of the Commission requiring railroads to furnish equipment and complained of inability to secure cars promptly. Information furnished as requested and the matter taken up with the railroad company and said company requested to give prompt attention to requisitions of the complainant for cars.

FILE NO. 8353.

ATLANTA NORTHEASTERN RAILROAD Co.

} Petition for authority to issue Bonds
 } and Certificates of Stock for the
 } purpose of building a line of road
 } from Atlanta to Cumming, Ga.

} Filed in office September 16, 1908.

After due consideration and formal hearing, the Commission, on October 2nd, issued an order authorizing the issuance of the stock and bonds prayed for.

FILE NO. 8354.

BELL MARBLE COMPANY,
vs.

GEORGIA RAILROAD COMPANY.

} Claim for overcharge.
} Filed in office September 16, 1908.

. This was a claim for overcharge on shipment of marble from Tate, Ga., to Macon, Ga. Investigation disclosed the fact that no overcharge was collected and claimants were so advised.

FILE NO. 8355.

CARMICHAEL-STEVENS LUMBER CO.,
vs.

SOUTHERN RAILWAY COMPANY.

} Claim for penalty demurrage.
} Filed in office September 18, 1908.

This was a claim for delay to shipment of terra cotta from Stevens Pottery, Ga., to claimants at McDonough, Ga. The defense of the railroad company was that the car broke down in transit, which necessitated repairs. The Commission, after due investigation was of the opinion that the long delay was not justified by the accident referred to, and on December 9th, issued formal order to the effect that after notice to show cause, served on the defendant railroad company, and upon consideration of response of said company, the Commission felt that sufficient cause had not been shown to relieve it of the penalty demurrage.

FILE NO. 8355-A.

W. K. MOWER.

vs.

SOUTHERN EXPRESS COMPANY.

} Claim for damage.
} Filed in office September 18, 1908.

Claimant complained that he forwarded a hat by express to Madison, Ga., which was not delivered before the party to whom the hat was intended, was required to leave that point, notwithstanding said party remained in Madison several days after the expiration of a reasonable time within which the hat should have been delivered, and inquiry being made from day to day as to said shipment of the destination agent. The matter was taken up with the express company, and the Superintendent of said company, at Atlanta, telephoned to agent at Madison to locate the hat and send back to Atlanta. This was done, but because of insufficient record being made of return movement, due, according to the contentions of the express company, to lack of time, in the hurry to comply with the claimant's demands, the hat was again lost sight of upon its return to Atlanta. Claimant, therefore, purchased another hat and filed claim for the amount expended for said purpose. After considerable correspondence the express company paid the claim, there being no dispute as to its liability, but the purchase price of another hat being in question. Full amount of claim paid on October 15, 1908.

FILE NO. 8356.

H. D. ADAMS COMPANY,
vs.

CENTRAL OF GEORGIA RAILWAY CO.

} Claim for penalty demurrage.
} Filed in office September 18, 1908.

The following letter of the Commission, addressed to claimants on October 26th, will explain the handling and disposition of this claim:

"Referring again to your claim against the Central of Georgia Railway Company for penalty demurrage, account car of hay shipped from Reynolds, Ga., to Macon, I beg to advise that after a thorough investigation of this claim the Commission finds the facts to be as follows: Upon arrival of the car at destination, the railroad company served you with notice that did not show the freight charges. You requested the railroad company, orally, to supply, this information, and pending a compliance by the railroad company with your request, the delay for which you made claim occurred. It appears that when the railroad company did furnish you with information as to the freight charges, you gave order for placing the car, and subsequent to your order to place car, no delay occurred.

"The Commission finds that you have no claim against the railroad company because of insufficient notice given you, as under our rules consignees can not bring in question the insufficiency of notice unless within 24 hours after receiving same written objections are filed with the delivering carrier. See the last paragraph of storage rule No. 2, page 18 of Part Two of our 35th Annual Report, copy of which is sent you under another cover.

"Further you can not sustain a claim against the road account delay in placing because it appears that no delay occurred in placing after you ordered the railroad company to place. It therefore, appears that the Commission can not approve your claim, and hence we return herewith papers covering."

FILE NO. 8357.

CITIZENS OF SHADY DALE, GA.,
vs.

CENTRAL OF GEORGIA RAILWAY CO.

} Telegraph office.
} Filed in office September 19, 1908.

The citizens of Shady Dale, Ga., complained that the defendant railway company had employed as agent at Shady Dale, Ga., a man who is not a telegraph operator, and petitioned the Commission to require said company to place an agent at Shady Dale, Ga., who could act also as a telegraph operator.

Formal hearing in this matter was held before the Commission on November 20, 1908, at which both the petitioner and defendant railway company were represented. The question was raised as to the right of the Commission to require a railway company to furnish telegraph service, and this question was referred to the Special Attorney of the Commission. No disposition of the petition yet made.

...

FILE NO. 8358.

GLOVER GROCERY COMPANY,

vs.

SEABOARD AIR LINE RAILWAY.

} Claim for loss.
 Filed in office September 19, 1908.

This was a claim for loss of car of salt, account destruction by fire in yards of the railway company before same was placed for unloading. The Commission handled the matter with the defendant railway company and on October 22, 1908, the General Claim Agent of said company advised that while liability rested with the Central of Georgia Railway Company, he would adjust claim and look to the last named company for reimbursement.

FILE NO. 8359.

R. B. COLE,

vs.

GULF LINE RAILWAY.

} Claim for lost baggage.
 Filed in office September 21, 1908.

This claim was filed account loss of personal baggage shipped from Sylvester to Ashburton, Ga. Matter was taken up with the defendant railway company and said company requested a detailed statement sworn to by claimant as to the contents of the lost suit case. Duly certified statement secured by the Commission and forwarded to the railway company on April 17, 1909. Matter still having attention.

FILE NO. 8360.

E. C. GOODWYN,

vs.

ATLANTA & WEST POINT RAILWAY AND
CENTRAL OF GEORGIA RAILWAY Co.

} Rates on coal—interstate.
 Filed in office September 21, 1908.

Complainants complained of unjust discrimination in rates on coal from Tennessee and Alabama mines to Newnan, Ga., and other points in Newnan's territory; alleging that to Newnan different rates applied on domestic coal and on steam coal, whereas to other nearby points the rates were the same on both grades of coal. The Commission advised the complainant that the rates in question were beyond its control, but took the matter up with the railroad companies at interest and on September 26th, said companies advised the Commission that arrangements had been made to publish the same rates to Newnan on domestic coal as applied on steam coal, and that said revised rates would be made effective as soon as necessary requirements of the Interstate Commerce Commission could be complied with.

FILE NO. 8361.

COLLIER LUMBER COMPANY,

vs.

ATLANTA, BIRMINGHAM & ATLANTIC
RAILWAY COMPANY.

} Claim for overcharge.
 Filed in office September 23, 1908.

This was a claim for overcharge, alleged over-weight. Claimants contended

that the number of feet of lumber shipped, based on estimated weights prescribed by the Commission for such lumber, per 1,000 feet, would not equal the weight upon which the railroad collected freight charges. Matter was handled with the railroad company and said company furnished the Commission with certificate of weight certified to by sworn weigher, showing that the weight upon which freight charges were assessed was the actual weight of the lumber. The Commission forwarded said certificate to complainants and advised them that the rule of the Commission prescribing estimated weights only applied in cases where actual weights could not be ascertained and inasmuch as the railroad company had submitted certificate of sworn weigher, showing the actual weight, it would be necessary to show that the weight thus ascertained was incorrectly ascertained, else the same would have to control.

FILE NO. 8362.

WILLINGHAM COTTON MILLS,
vs.

CENTRAL OF GEORGIA RAILWAY CO.,

} Claim for loss.
} Filed in office September 23, 1908.

Claim taken up by the Commission with the defendant railway company, which advised the Board that while it held clear delivery receipt from its connections for this shipment, it would voucher claim and look to claimants for protection if it was ultimately shown that final delivery was made.

FILE NO. 8363.

GRIFFIN CONSTRUCTION COMPANY,
vs.

GEORGIA RAILROAD COMPANY.

} Claim for refund of demurrage.
} Filed in office September 23, 1908.

This was a claim based upon alleged failure of the railroad company to give notice of arrival. The railroad company contended that notice of arrival was served, personally, by leaving notice at place of business of claimant. On October 7th, the Commission wrote the claimant as follows:

"Referring again to your claim against the Georgia Railroad for refund of demurrage, I beg to advise that the railroad company sets up that notice was left by hand at your office at 508 English-American Building at 11:25 a. m., August 22, 1908. If this is true, under the rules of the Commission, that was actual service. The rule of the Board prescribing that where a consignee shall make oath that neither he nor any of his agents received notice applies only where notice is alleged to have been sent by mail. No exception is made to cases where service is given by hand, as in this case. Under these facts, the Commission can not approve your claim, but, of course, we still hold the record open if you have any way of disproving the contention of the railway company."

FILE NO. 8364.

CITIZENS OF THOMASTON, GA.,
vs.

CENTRAL OF GEORGIA RAILWAY CO.

} Switching trains at Thomaston.
} Filed in office September 24, 1908.

The Citizens of Thomaston, Ga. complained that the Central of Georgia Rail-

way, at said city, in making up its trains would disconnect engine from cars at a point $\frac{3}{4}$ of a mile from station and allow the cars to run to station without any control over same, except one brakeman. Complainants complained that by so doing the delivery of the mails was delayed and same was dangerous to the citizens. The Commission handled the matter with the railroad company and no further complaints received.

FILE NO. 8365.

ATHENS BUSINESS COLLEGE,

vs.

RAILWAY COMPANIES.

} Commutation ticket books.
 } Filed in office September 24, 1908.

Complainants complained that the several railway companies entering Athens, maintained commutation rates into Atlanta, from nearby points, but did not publish such rates into Athens. This matter is still being handled with the railway companies at interest.

FILE NO. 8366.

RANDOLPH TELEPHONE CO.

} Filed in office September 24, 1908.

This company filed with the Commission, on September 24, 1908, formal consent to the regulations by the Railroad Commission of Georgia as provided in section 2347, of the Code of 1895, as amended by Act of 1905, page 79.

FILE NO. 8367.

A. D. KEAN,

vs.

SOUTHERN RAILWAY COMPANY.

} Claim for loss.
 } Filed in office September 24, 1908.

Investigation of the Commission not yet completed.

FILE NO. 8368.

J. J. MILTON,

vs.

AUGUSTA SOUTHERN RAILROAD CO.

} Refusal to accept cotton on platform
 } of depot.

} Filed in office September 24, 1908.

Complainant complained that the agent of the defendant company at Matthews, Ga., refused to accept cotton tendered for shipment unless same was placed on platform of the depot, namely, in front of car doors. Matter taken up with the defendant railroad company which denied the facts complained of. The superintendent of said company, however, advised the Commission that the matter had been handled in such a manner as to remove cause of further complaint of the kind. No further complaint received.

FILE NO. 8369.

W. A. SNOW,

vs.

RAILROAD COMPANIES.

} Interchangeable mileage books.
 } Filed in office September 26, 1908.

This was a complaint against alleged unreasonable rules governing the use of interchangeable mileage books, and that the railway companies were overcharging passengers on excess baggage. The Commission furnished the complainant with a copy of its excess baggage tariff and advised him that the rules governing the sale and use of interchangeable mileage books was receiving its attention.

FILE NO. 8370.

ATHENS ICE & COAL Co.,	}	Rules governing the furnishing of electric power. Filed in office September 26, 1908.
<i>vs.</i>		
ATHENS, ELECTRIC RAILWAY AND LIGHT COMPANY.		

FILE NO. 8371.

OCILLA OIL & FERTILIZER Co.,	}	Failure to observe routing instruction. Filed in office September 28, 1908.
<i>vs.</i>		
CENTRAL OF GEORGIA RAILWAY Co.		

Complaint taken up with the defendant railroad company, which admitted the facts complained of, but advised the Commission that such instructions had been given to agents of the said company as would prevent a recurrence of similar complaints in future.

FILE NO. 8372.

WATT & HOLMES HARDWARE COMPANY,	}	Claim for overcharge. Filed in office September 29, 1908.
<i>vs.</i>		
ATLANTA, BIRMINGHAM AND ATLANTIC RAILROAD COMPANY.		

Claimants wrote the Commission for information relative to rules governing shipments, out of which their claim arose. Information furnished October 7, 1908.

FILE NO. 8373.

JNO. L. PERKINS,	}	Passenger fare paid on trains. Filed in office September 29, 1908.
<i>vs.</i>		
SOUTHERN RAILWAY COMPANY.		

Complainant complained of passenger fare collected by conductors for transportation between Mt. Airy and Cornelia, Ga., a distance of only 2 miles. On October 6th, the Commission wrote the complainant as follows:

"Replying to your favor of September 28th, with which you enclosed receipt for 25 cents passenger fare paid on train, I beg to advise that the railroad company was within its right in collecting this amount. The railroad company is entitled to a minimum charge of 10 cents for passenger fare, and as per agreement entered into when the present interchangeable mileage system was established, the Southern Railroad is allowed to collect 15 cents in excess of the regular rate when fare is paid on the train."

FILE NO. 8374.

W. F. BARRETT,

vs.

SOUTHERN EXPRESS COMPANY.

} Claim for overcharge.

} Filed in office September 29, 1908.

This was a claim for alleged overcharge on shipment of potatoes, by Southern Express Company, from Ludowici, Ga., to Atlanta. Claimant claimed that the express company charged him \$1.82 per barrel on potatoes between the points named, whereas the published rate was 91 cents per hundred pounds. Upon investigation, the Commission found that the rate complained of applied per hundred pounds and not per barrel, and that as each barrel shipped contained three bushels of potatoes or 180 pounds and the weight of the barrel was 20 pounds, or total weight of barrel and potatoes 200 pounds, the rate of \$1.82 per barrel was correct, and that no overcharge was collected. Claimant was so advised and no further complaint received.

FILE NO. 8375.

N. K. SMITH,

vs.

SEABOARD AIR LINE RAILWAY.

} Stopping trains at Winder, Ga.

} Filed in office October 1, 1908.

Upon investigation the Commission found that the trains which were desired to stop at Winder, Ga., were engaged in interstate commerce and were, therefore, beyond the control of the Commission. The Board advised the petitioner that it had no control over such trains, but had the power to require adequate local train service, and if it was so desired, the Commission would take up the question of whether or not the S. A. L. was furnishing sufficient local train service at Winder, Ga. No further response.

FILE NO. 8376.

G. W. MASON,

vs.

GEORGIA RAILWAY & ELECTRIC CO.

} Refusal to honor transfers.

} Filed in office October 2, 1908.

This was a complaint that the defendant company refused to honor transfers held by passengers boarding cars on College Park line at any other point than at the starting point of said cars. On November 6th, the Commission addressed the complainant the following letter:

"Referring to your communication of October 1st, relative to the refusal of the Georgia Railway & Electric Company to honor transfers from points north of Alabama street to College Park line when passenger boards cars at intersection of Whitehall and Forsyth streets, I beg to enclose copy of letter filed by the president of the railway company named, which was written him by the manager of railways, Mr. W. H. Glenn.

"The Commission desires to call your attention to the argument put forth by the railway company that the College Park service is desired by the patrons to be made fast, etc., and the argument that if passengers were allowed to use transfers and board cars at the intersection of the two streets named, the West End cars would be overcrowded as far as said intersection, while the College

Park cars would travel empty to a large extent to the same point.

"We send you this letter for your information and will be glad to have any further suggestions from you that you may care to submit. Of course this is not to be construed as any final action of the Commission, or action at all, as, if you should so desire, the Commission will handle the question further, and if necessary, have a formal hearing.

"With assurances of our ever readiness to serve you, I have the honor to be."

FILE NO. 8377.

MESSRS. ASKEW & ELDER,

vs.

ATLANTA & WEST POINT RAILWAY CO.

} Use of property of one railroad by
another without its consent.

} Filed in office October 2, 1908.

This was a complaint that the defendant company refused to allow complainants to unload live stock through the stock chute maintained by said company, when stock arrived at Atlanta over another line of road. On November 6th, the Commission advised the complainants as follows:

"With further reference to your communication of October 1st, relative to unloading stock at stock pens nearest your yard, etc., I beg to advise that we have thoroughly investigated this matter and find the following to be the facts: The stock pens in question are the property of the railway companies constructed and maintained by them for the delivery of stock reaching Atlanta over their own rails. It appears that you have no stock pens of your own from which to load and unload stock from cars, etc. This being the case the Commission is estopped by the law from requiring the railroad companies owning the stock pens in question to turn same over for the loading or unloading of stock to be shipped over, or received over some other line of railway than the company owning the pen. The law prescribes that no railroad company shall be required to give up the use of its property to another company without its consent, and since we have been unable to secure the consent of the railroad company owning the stock pens referred to, and since as I stated, the matter is provided for by law, and of course, we can not change it, I know of no way by which the companies could be required to perform the service desired.

I trust that you appreciate our position in the matter and will understand that it is a question of law, and of course, we will have to follow its requirements. Whenever we can serve you in any way, we will be glad to hear from you."

FILE NO. 8378.

G. W. BANNERMAN,

vs.

SEABOARD AIR LINE RAILWAY.

} Rules governing interchangeable mile-
age.

} Filed in office October 2, 1908.

Complainant complained that the Seaboard Air Line Railway Company's conductors demanded coupons for 11 miles for transportation between Plains and Americus, Ga., whereas the actual distance is only 10.2 miles between the two points. The Commission advised the complainant that the question of interchangeable mileage was beyond its jurisdiction, but that under the rules govern-

ing the same and use of such mileage the railroad companies honoring same were permitted to take up one coupon for every mile or fractional part thereof, hence under said rules there was no overcharge.

FILE NO. 8379.

J. H. DAVIS,

vs.

CENTRAL OF GEORGIA RAILWAY Co.

} Refusal of defendant company to allow
use of certain side track for un-
loading cars.

} Filed in office October 5, 1908.

Upon investigation, the Commission found that the track in question was a team track of the defendant railroad company, which formed a part of its terminal facilities at Atlanta, and with which it served the patrons of its own line. The Commission further found that the cars which complainant desired to unload from said track arrived at Atlanta via the Louisville & Nashville Railroad, and the Southern Railway. Complainant was advised that under the law one railway company could not be required, against its will, to give over to the use of another railroad its terminal facilities and that said company could only be required to place cars for unloading on said track that arrived over its own rails. The defendant company could, however, be required to place cars arriving over other lines for unloading on private side tracks connected with its own rails.

FILE NO. 8380.

G. F. GOBER,

vs.

LOUISVILLE & NASHVILLE RAILROAD.

} Rate on canned peaches.

} Filed in office October 5, 1908.

This was a complaint as to rate on canned peaches from local stations on the defendant company's line in Georgia to points in the east and west. The matter was taken up by the Commission with the defendant railway company, but no disposition has, as yet, been accomplished.

FILE NO. 8381.

MERCHANTS OF ODESSADALE, GA.,

vs.

MACON & BIRMINGHAM RAILWAY Co.

} Inability to secure empty cars
promptly.

} Filed in office October 5, 1908.

Copy of complaint served by the Commission, upon the defendant railway company with instructions to remove promptly any just cause for complaint. The railway company contended that the cause of the complaint was due to the fact that complainants did not give said company sufficient time within which to supply the empties, but that complainants waited until the cotton was offered for shipment and then desired immediately supply of equipment. The Superintendent of the railway company advised the Commission that he would keep a few empty cars at Odessadale, Ga., at all times and every effort would be made to prevent a recurrence of just cause for complaint.

FILE NO. 8382.

POSTAL TELEGRAPH CABLE CO.

} Petition for authority to discontinue
telegraph office at Boston, Ga.

} Filed in office October 6, 1908.

The petitioning company advised the Commission that the receipts at its office at Boston, Ga., did not justify maintenance of said agency. Upon investigation, the Commission found that the Western Union Telegraph Company maintained an office at Boston, and upon handling the matter with the people of said city and no opposition being raised to a favorable consideration of the petition, the authority prayed for was granted.

FILE NO. 8383.

KING LUMBER COMPANY,

vs.

CENTRAL OF GEORGIA RAILWAY CO.

} Routing shipments.

} Filed in office October 6, 1908.

King Lumber Company complained that agents of the Central of Georgia Railway Company refused to insert in bills-lading, covering shipments originating at local stations on said railway line, destined to Thomaston, Ga., routing via Macon, thence via the M. & B. Ry. The Commission, in similar cases, had ruled that shipments could be routed by shippers, between two points in Georgia, as they desired, provided, always, that rates accruing by the route specified were paid. Matter handled with the railway company and no further complaint received.

FILE NO. 8384.

SOUTHERN STATES PORTLAND CEMENT
COMPANY,*vs.*

SEABOARD AIR LINE RAILWAY.

} Interchangeable mileage basis, Rock-
mart to Atlanta, Ga.

} Filed in office October 6, 1908.

Complainants complained that the conductors of defendant's company were lifting 52 coupons between Rockmart and Atlanta, Ga., whereas the actual distance was only 48 miles. This matter was taken up with the defendant company which replied, that after careful investigation, it was found that the conductors of said railway company were detaching only 48 coupons between the points named, and request was made for particulars as to the basis complained of. No further response.

FILE NO. 8385.

SOUTHERN FLOUR & GRAIN CO.,

vs.

CENTRAL OF GEORGIA RAILWAY CO.

} Claim for penalty demurrage.

} Filed in office October 7, 1908.

This was a claim for penalty demurrage account failure of the railway company to notify the claimants of the arrival of car. Notice served by the Commission on the defendant railway company to show cause, if any it could, why claim should not be paid. The response of the railway company received on

October 12th, and upon consideration of said response, the Commission was of the opinion that sufficient cause had not been shown to relieve the railway company of penalty demurrage and it was so ordered.

FILE NO. 8386.

SOUTHERN FLOUR & GRAIN Co.,

vs.

CENTRAL OF GEORGIA RAILWAY Co.

} Claim for penalty demurrage.
 } Filed in office October 7, 1908.

This was similar to claim covered by File No. 8385, and was handled and disposed of in the same manner.

FILE NO. 8387.

R. E. MCKENZIE & Co.,

vs.

SEABOARD AIR LINE RAILWAY Co.

} Claim for loss.
 } Filed in office October 7, 1908.

This claim was filed account lost shipment of furniture. Matter taken up with the railway company, which advised that voucher was issued and mailed claimants on December 14, 1908.

FILE NO. 8388.

J. L. HAND, PELHAM, GA.

} Request for information as to right
 } of the Flint River & Northeastern
 } Railway Co. to pay drayage on
 } cotton from warehouses at Pelham
 } to the depot of said company at
 } that point, when such cotton was
 } to be shipped by the Flint River
 } & Northeastern Railway Company.
 } Filed in office October 7, 1908.

The following letter of the Commission to Mr. Hand, dated January 2nd, will explain the handling and disposition of this inquiry:

"Some time ago you wrote asking what arrangement could be made without violating the law whereby the Flint River Railroad could pay you out of its rate for the drayage of your cotton from the warehouse to the freight depot of that road. The question looked simple enough, but a little study showed that it was one that had to be very carefully answered. I, therefore, submitted your question to our attorney for an opinion from him. I find that the Interstate Commerce Commission practically decided this question December 12, 1908, in Case No. 1487. In a headnote to that case the Interstate Commerce Commission says:

"It is not a part of the carrier's duty to bear the expense of transfer of goods from the shipper to the carrier. For carriers to undertake to compensate shippers for performing services which the shippers are legally bound to do for themselves is for the carriers to violate the act."

"This seems to meet the question which you present. If you will write to the

Interstate Commerce Commission at Washington, they will send you a copy of the decision in this case."

FILE NO. 8389.

SIBLEY LUMBER COMPANY,

vs.

FITZGERALD, OCILLA & BROXTON RAILWAY
COMPANY.

} Claim for overcharge.
} Filed in office October 7, 1908.

This was a claim for overcharge on shipment of lumber from Ocilla to Monroe, Ga. Complaint taken up with the defendant railway company. On October 13th, said company advised that while the overcharge was beyond its line, claim would be paid and matter taken up by it with its connections for reimbursement. Claimants advised on October 16th, that voucher in their favor for amount of claim had been received.

FILE NO. 8390.

SOUTHERN RAILWAY COMPANY.

} Petition for authority to correct typographical error, in Coast Points tariff relating to rate on coal from Brunswick, Ga., to Augusta, Ga.
} Filed in office October 8, 1908.

The railway company stated that the correct rate should be \$1.86 per ton, whereas by reason of transposition of the figures 6 and 8 the rate was published as \$1.68 per ton. Authority was granted railway company to publish a rate of \$1.86 per ton between the two points.

FILE NO. 8391.

O. A. SMITH ROOFING & CON. CO.,

vs.

SOUTHERN RAILWAY COMPANY.

} Alleged discrimination in rules governing reconsigned shipments.
} Filed in office October 8, 1908.

Complainants complained that the Southern Railway was unreasonable in its regulations relative to the reconsigning of shipments, where shippers desired that all advance charges should follow shipments. The matter was taken up with the railway company and copy of its regulations furnished complainants. It appeared that the defendant railway company was applying these rules uniformly, without discrimination in favor of one against any other shipper. The Commission requested the complainants to specify or submit their complaint more in detail and same would have thorough attention and consideration. No further response received.

FILE NO. 8392.

CENTRAL OF GEORGIA RAILWAY CO.

} Rates on cotton samples.
} Filed in office October 9, 1908.

The Central of Georgia Railway Company requested the Commission to adopt a rating on cotton samples, as no provision was made in the Commission's clas-

sification for shipments of this commodity. After due consideration, the Commission classified cotton samples, first class.

FILE NO. 8393.

V. H. KRIEGSHABER,

vs.

VARIOUS RAILWAY COMPANIES.

} Rules governing switching service.
 Filed in office October 9, 1908.

Complainant complained of rules of the railway companies requiring the minimum load of 10,000 pounds before switching service would be performed. The Commission, after investigation, was of the opinion, in view of the demands for empty equipment and the car rental which the railway company switching was required to pay for the car used, that the rules were not unreasonable, and complainant so advised.

FILE NO. 8394.

CITIZENS OF JUNCTION CITY, GA.,

vs.

CENTRAL OF GEORGIA RAILWAY CO.

} Petition for flag stop.
 Filed in office October 9, 1908.

Petitioners desired a flag stop at Junction City, Ga., for trains of the defendant railway company, the point of intersection between line of said defendant company and of the Atlanta, Birmingham & Atlantic Railway Company. The defendant company maintained an agency station at Paschal, Ga., a distance of 3352 feet from the point of intersection between the two lines of railway. The matter was handled by the Commission with the petitioners and defendant railway company and on November 10, 1908, the petitioners requested the Commission to hold the matter in abeyance until some later date.

FILE NO. 8395.

SOUTHERN EXPRESS COMPANY.

} Petition for authority to open express
 agency at Parish, Ga., with author-
 ity to discontinue said agency,
 whenever the express company was
 unable to secure the services of an
 agent at that point.

} Filed in office October 12, 1908.

Authority prayed for granted October 15, 1908.

FILE NO. 8396.

F. M. LEDBETTER,

vs.

CENTRAL OF GEORGIA RAILWAY CO.

} Complaint as to facilities as to for-
 warding shipments from Fort
 Mitchell, Alabama.

} Filed in office October 12, 1908.

Complainant was advised that inasmuch as the matters complained of were in connection with the facilities of the railway company named at a point in Alabama, the same were beyond the jurisdiction of this Commission. At the same

time, however, the Commission took the matter up with the railway company complained against and same was adjusted.

FILE NO. 8397.

FORD & JOHNSON Co.,
vs.
 SOUTHERN EXPRESS COMPANY.

} Claim for damage, account of delayed shipment.
 } Filed in office October 13, 1908.

Ford & Johnson Company complained that, by reason of failure to promptly receive matter from Chicago, Ill., advertising a special sale of furniture, which they proposed to conduct, they were required to re-print the advertising circulars and were otherwise put to trouble and expense, and they accordingly filed claim against the Southern Express Company for the expense thus incurred, and also for alleged damage sustained. Matter handled with the express company and on January 15, 1909, claimants advised the Commission that claim had been satisfactorily settled.

FILE NO. 8398.

CITIZENS OF PEEKS CROSSING, GA.,
vs.
 CENTRAL OF GEORGIA RAILWAY Co.

} Petition for flag stop.
 } Filed in office October 14, 1908.

This matter was handled with the railway company and on October 19th, petitioners advised the Commission that the railway company had signified its willingness to act favorably upon their petition, requesting that their petition be withdrawn.

FILE NO. 8399.

CITIZENS OF MILNER, GA.,
vs.
 CENTRAL OF GEORGIA RAILWAY Co.

} Petition for side track.
 } Filed in office October 15, 1908.

FILE NO. 8400.

E. K. TURNER,
vs.
 GEORGIA RAILROAD COMPANY.

} Claim for overcharge.
 } Filed in office October 15, 1908.

This was a claim account overcharge on shipment of cane seed from Covington, Ga., to Bridgeport, Ala. Matter handled with the railway company and claim paid.

FILE NO. 8401.

LEGG BRICK COMPANY.

} Request for information as to what rates should be applied to shipments when a 40,000-pound car was ordered and the railway company furnished a 60,000-pound car.
 } Filed in office October 16, 1908.

The following response made by the Commission on October 19th:

"Replying to your favor of the 15th instant, and returning herewith all papers therewith enclosed, I beg to advise that while it appears that the special rate on brick from Calhoun to Atlanta is subject to the rule of the railroad company which provides that the weight to be used in arriving at freight charges on carload shipments shall be the marked capacity of the car, in view of your statement that you ordered a 40,000-pound-capacity car, I think you are clearly entitled to pay freight charges on no more than the actual weight subject to the capacity of a 40,000-pound car. I am of this opinion because it was the duty of the railroad company to furnish you the kind of car ordered, and if that was impracticable for the company to do, then you should not be charged more than if such car had been furnished, if the railroad company furnished some other kind of car instead.

"You state that you write merely for information and do not file a complaint, and we, therefore, merely give you the information above expressed."

FILE NO. 8402.

CITIZENS OF BUFORD, GA.,

vs.

SOUTHERN RAILWAY COMPANY.

} Petition for depot.

} Filed in office October 17, 1908.

This matter was handled with the defendant railway company, and on November 30th, petitioner advised the Commission that the railroad company had ordered lumber and made other arrangements for the improved facilities desired and requested the Commission to withhold any action on the petition.

FILE NO. 8403.

CENTRAL OF GEORGIA RAILWAY CO.

} Petition for authority to revise rates
on naval stores from Wadley
Southern Railway stations to Sa-
vannah, Ga.

} Filed in office October 17, 1908.

This matter has been referred by the Commission to the Rate Expert for report.

FILE NO. 8404.

YONKERS, GA.,

vs.

SOUTHERN EXPRESS COMPANY.

} Closing express agency.

} Filed in office October 17, 1908.

The people of Yonkers, Ga., complained that the Southern Express Company had closed its express agency at Yonkers, Ga. The matter was taken up with the defendant company, by the Commission, and after extensive correspondence, said office was reopened to the satisfaction of the complainants.

FILE NO. 8405.

LYNDON MANUFACTURING COMPANY,
vs.
 SEABOARD AIR LINE RAILWAY CO.

} Claim for overcharge.
 } Filed in office October 19, 1908.

This was a claim for overcharge, account of shipment of lumber from Milan, Ga., to Athens, Ga. Claimants stated that claim had been pending nearly a year and that they were unable to secure any definite information relative thereto, from the railway company. The Commission took the claim up with the defendant railway company and same was paid on October 30, 1908.

FILE NO. 8406.

SOUTHERN RAILWAY COMPANY.

} Classification on flour in sacks weighing less than 10 pounds.
 } Filed in office October 19, 1908.

This was a request from the Southern Railway Company that the Commission publish a rating on flour when in sacks weighing less than 10 pounds, and when in paper sacks, not packed. After due notice and formal hearing, the Commission adopted the following ratings:

- Flour in sacks, other than paper, 10 pounds and over, Class C.
- Flour in sacks, other than paper, less than 10 pounds, Class 6.
- Flour in paper sacks, not packed, not taken.

FILE NO. 8407.

BARRINGTON, GA.,
vs.
 SEABOARD AIR LINE RAILWAY.

} Lack of proper depot facilities.
 } Filed in office October 19, 1908.

The merchants of Barrington, Ga., complained to the Commission that the roof of the depot of the Seaboard Air Line at Barrington, Ga., was in such condition as that goods stored therein were often damaged by rain. The matter was taken up with the railway company and all necessary repairs made on said building.

FILE NO. 8408.

CHARLES I. MELL,
vs.
 THE PULLMAN COMPANY.

} Pullman car rates.
 } Filed in office October 20, 1908.

Complainant complained that the defendant company had increased certain day rates for seats in Pullman cars between points in Georgia. The Commission took the matter up with the company complained against and upon investigation, found that the facts complained of were true. The Board requested its special attorney to give his opinion as to the jurisdiction of the Commission over the Pullman Company and other sleeping car companies, and on November 14th, the special attorney advised that there was no statute placing such companies under the jurisdiction of the Commission. See opinion of the special

attorney under "Decisions of the special attorney to the Commission." The Commission advised the complainant in line with the above.

FILE NO. 8409.

J. B. STUBBS,

vs.

ATLANTIC COAST LINE RAILROAD.

} Request for information.

} Filed in office October 20, 1908.

Mr. Stubbs requested us to furnish him with certain legal information relative to matters entirely without the jurisdiction of the Commission, and the special attorney of the Board advised that inasmuch as it had no control over the matters in question, it would be proper not to express any legal opinion thereon.

FILE NO. 8410.

BAXLEY, GA.,

vs.

SOUTHERN RAILWAY COMPANY.

} Passenger train facilities.

} Filed in office October 20, 1908.

The citizens of Baxley, Ga., filed with the Commission complaint that, without any notice, the Southern Railway Company had discontinued the practice of stopping its trains Nos. 13 and 14 at Baxley, Ga., when flagged. The matter was taken up with the defendant railway company and on October 28th, said company advised the Commission that Baxley, Ga., had again been made a flag stop for its trains Nos. 13 and 14.

FILE NO. 8411.

GASKINS, O'BERRY MCCRANIE Co.,

vs.

ATLANTIC COAST LINE RAILROAD.

} Claim for overcharge.

} Filed in office October 20, 1908.

This was a claim for overcharge on shipment of one buggy top from Kinston, N. C., to Willacoochee, Ga. Claim taken up with the railroad company and same paid on November 20, 1908.

FILE NO. 8412.

REGISTER & GLENNVILLE RAILROAD,

vs.

GEORGIA COAST & PIEDMONT RAILWAY.

} Alleged illegal inducements offered by the defendant company for securing business.

} Filed in office October 21, 1908.

The president of the Register & Glennville Railroad forwarded to the Commission a circular issued by the Georgia Coast & Piedmont Railway Company advertising free storage on cotton at Glennville, and free transportation to that point, on all cotton, which, when sold, went out over the defendant's line. Upon investigation, the Commission found that the plan was not violative of any of its rules, since when the cotton was ultimately sold the rate from original point of shipment to final destination was applied, as is done in milling in transit privileges. The Commission, however, called the attention of the Georgia Coast & Piedmont Railway Company to the fact that its advertisement was somewhat misleading in that it referred to free transportation of cotton.

 FILE NO. 8413.

BAXLEY, GA.,

vs.

SOUTHERN RAILWAY COMPANY.

See file No. 8410.

 } Passenger train service at Baxley, Ga.
 } Filed in office October 21, 1908.

 FILE NO. 8414.

CONSOLIDATED NAVAL STORES CO.,

vs.

SOUTHERN RAILWAY COMPANY.

 } Claim for damage.
 } Filed in office October 21, 1908.

This was a claim account of damage to shipment consigned to Nesbit, Ga., a flag station on defendant's line of road. The matter was handled with the defendant railway company, which company declined to admit of liability, claiming their legal exemption from liability when shipments are consigned to and put off at flag stations, or stations at which the railway company has no agent. Claimants so advised and on November 9, 1908, they advised the Commission that they had authorized the defendant railway company to cancel their claim.

 FILE NO. 8415.

L. McMANUS,

vs.

OCEAN STEAMSHIP COMPANY.

 } Claim for overcharge.
 } Filed in office October 22, 1908.

Complainant complained that he purchased a ticket via the Ocean Steamship Company from Savannah to Boston, Mass., but because of an accident to the boat upon which he was to sail, the defendant company cancelled said sailing and gave claimant a ticket to Boston via New York and Fall River Line; from New York to Boston, claimant was charged \$2.55 notwithstanding the fact that the ticket given him in exchange for transportation over the New York and Fall River Line entitled him to passage including meals and berth from Savannah to Boston. The matter was taken up with the defendant company, but said company declined the claim upon the ground that none of its sailings are guaranteed, and the exchange ticket was secured and given the claimant in order to afford him transportation to his desired destination in the shortest length of time. The Commission so advised the claimant and informed him that his claim was beyond the jurisdiction of the Commission, and hence the Board could not serve him further.

 FILE NO. 8416.

L. L. DUPONT,

vs.

ATLANTIC COAST LINE RAILROAD.

 } Delayed shipments.
 } Filed in office October 22, 1908.

Complainant complained of his inability to secure delivery of shipments of merchandise shipped from Valdosta, Ga., to Dupont, Ga. Matter taken up with the railroad company and delivery promptly accomplished. The delay in delivering was attributable to the fact that the shipment went astray.

FILE NO. 8417.

Z. P. HALL & COMPANY,

vs.

SEABOARD AIR LINE RAILWAY.

} Claim for loss.

} Filed in office October 23, 1908.

Investigation of the Commission not yet complete.

FILE NO. 8418.

JNO. J. McDONOUGH,

vs.

ATLANTIC COAST LINE RAILROAD.

} Claim for penalty demurrage.

} Filed in office October 23, 1908.

This was a claim account delay in placing car for unloading, which originated at a point beyond the State of Georgia, namely, Columbia, S. C. The railroad company denied liability of said claim, under the rule of the Commission, claiming that inasmuch as the shipment was of an interstate character the rule of the Commission did not apply. The special attorney of the Commission was instructed to investigate the case, and the following is a copy of his opinion, given in said matter:

"Savannah Locomotive Works and Supply Co. *vs.* Atlantic Coast Line Railway Company. No. 8148:

"I have gone through the file in this case, and under the facts stated in the last letter of the secretary and treasurer of the Savannah Locomotive Works and Supply Co., I do not think that the Commission has jurisdiction over this shipment. In other words, it does not appear from the facts furnished by the claimant that the shipment had ceased to be an interstate shipment. It only appears that the consignee paid the freight and ordered the car delivered to its own track. Before the interstate character of the shipment ceases, there must be a delivery of the shipment to the consignee or what is tantamount to such delivery. The interstate transportation of cars from another State, which have not been delivered to the consignee, but remain on the track of the railway in the condition in which they were originally brought into the State is not completed and they are still within the protection of the Commerce Clause of the constitution."

The Commission returned all papers with copy of the above opinion to claimant, telling him that, as the claim was beyond its jurisdiction, it could not serve him further.

FILE NO. 8419.

W. E. MCKINLEY,

*vs.*NASHVILLE, CHATTANOOGA & ST. LOUIS
RAILWAY COMPANY.

} Claim for loss.

} Filed in office October 24, 1908.

This was a claim for loss of shipment from Douglas, Ga., to Chattanooga, Tenn. The Commission took the matter up with the railway company but was unable to locate the railroad's records, claimant having furnished erroneous claim reference. Claimant requested to furnish further information, but no response received from him.

FILE NO. 8420.

J. O. CROWLEY,

vs.

SOUTHERN RAILWAY COMPANY.

} Claim for loss, overcharge and damage.
 } Filed in office October 24, 1908.

The record in this case covers a claim held by claimant against the defendant railway company; investigation of the Commission not yet complete.

FILE NO. 8421.

BARTO DENNIS,

vs.

CENTRAL OF GEORGIA RAILWAY COMPANY

} Claim for overcharge.
 } Filed in office October 24, 1908.

This claim was filed account of error of the agent of the defendant railway company in forwarding shipment. Shipment was made to Meda, but agent erroneously billed same to Metter, Ga. The defendant railway company charged claimant for the movement both to Metter and from that point to correct destination. The Commission, on November 17th, advised the railway company of the facts in the case and requested refund of all charges collected in excess of what they would have been had shipment moved direct to correct destination, in the first instance.

FILE NO. 8422.

H. L. WILLIAMS,

vs.

SOUTHERN RAILWAY COMPANY.

} Petition for flag stop at Baxley, Ga.
 } Filed in office October 24, 1908.

This was a petition for flag stop at Baxley, Ga., of Southern Railway trains Nos. 13 and 14. Matter taken up with the defendant railway company and said company, on October 28th, made Baxley, Ga., a flag stop for said trains.

FILE NO. 8423.

GALLAGHER GROCERY CO.,

vs.

RAILWAY COMPANIES.

} Classification of English walnuts.
 } Filed in office October 26, 1908.

Complainants complained that the rating on English walnuts carried in the Southern Classification was lower than carried in the Classification of the Commission and requested the Commission to adopt Southern Classification rating on this commodity. The Commission on December 4th, wrote complainants the following letter:

"Referring again to the matter of our classification on nuts, I beg to advise that the Commission has considered this subject, and while it is true, the Southern Classification provides a lower rating on English walnuts than our Classification does, the Commission could not in fairness to the railroads single out one rating in their classification which was lower than ours and adopt it without adopting their entire ratings on the commodities in question. We are quite sure that the shippers in Georgia interested in the transportation of nuts would not desire the Commission to adopt the Southern Classification ratings

on all kinds of nuts, because in most cases our classification is lower. The railroads have time and again urged the Commission to adopt in its entirety the Southern Classification, but as there are some 600 ratings in the Commission's classification lower than Southern Classification, the Board has declined to do so."

FILE NO. 8424.

STERLING LUMBER COMPANY,

vs.

ATLANTA & WEST POINT RAILROAD.

} Claim for refund of demurrage.
 } Filed in office October 27, 1908.

Claim in this case accrued out of two carload shipments of lumber consigned to claimants at Atlanta, which were by them reconsigned, one car over the Southern Railway and the other car over the Central of Georgia Railway. Upon arrival of the cars at Atlanta, notices of arrival were given by the railway company to claimants, but no order for disposition was given by the claimants until two days thereafter, when orders were given for the reconsignment of the cars. Claimants contend that they were entitled to 48 hours on each car for unloading. The Commission addressed the claimants the following letter on November 16th:

"Returning all papers forwarded in yours of November 12th, I beg to say that I can not see wherein you have grounds for claim since the free time allowed by rules of the Commission for unloading is intended to apply only where the unloading actually takes place. If you did not unload the cars you could not of course claim free time upon that account. You will agree with me that the rule only provides for free time for one unloading, and if you were given credit upon that account, the parties actually unloading car would of course have no free time for unloading."

FILE NO. 8425.

CITIZENS OF AYERSVILLE, GA.,

vs.

SOUTHERN RAILWAY COMPANY.

} Petition for depot.
 } Filed in office October 27, 1908.

Investigation of the Commission not yet complete.

FILE NO. 8426.

JNO. R. YOUNG Co.,

vs.

ATLANTA, BIRMINGHAM & ATLANTIC
 RAILROAD COMPANY.

} Rate on empty syrup barrels.
 } Filed in office October 27, 1908.

Complainants complained that the A., B. & A. R. R. quoted them a rate on syrup barrels from Brunswick, Ga., to Stillwell, Ga., of 29 cents per hundred pounds, whereas the mileage rate as fixed by the Commission is 18 cents. The matter was taken up with the railroad company which advised that the quotation complained of was furnished under the impression that it was a rate on syrup in barrels, that complainants requested, and not rate on empty syrup

barrels. Correct information furnished the complainants with advice that refund would be made of any excessive charges that might have been collected.

FILE NO. 8427.

J. L. CREWS,

vs.

SOUTHERN EXPRESS COMPANY.

} Claim for overcharge.
} Filed in office October 28, 1908.

This matter was handled with the defendant company and claim paid.

FILE NO. 8428.

HOWARD & HOWARD,

vs.

GEORGIA COAST & PIEDMONT RAILWAY.

} Delayed transportation.
} Filed in office October 28, 1908.

This matter was handled with the defendant railroad company, and vice-president and general manager of said company advised the Commission that its trainmaster had been instructed to closely watch the matter complained of and to see that his best efforts were used in an effort to insure the prompt movement, in future, of shipments. No further complaint.

FILE NO. 8429.

A. R. WATKINS,

vs.

SOUTHERN RAILWAY COMPANY.

} Claim for overcharge.
} Filed in office October 28, 1908.

This was a claim for overcharge account passenger fare collected by conductor of the Southern Railway Company for passage from Chamblee to Norcross, Ga. The matter was taken up with the defendant railway company which advised that the overcharge was collected inadvertently and prompt refund was made.

FILE NO. 8430.

CENTRAL OF GEORGIA RAILWAY CO.

} Petition for authority to cancel rates
} on coal, coke and lime, in carload
} lots from Atlanta to local stations.
} Filed in office October 28, 1908.

Copies of this petition were furnished Atlanta dealers of the commodities referred to and strong opposition developed to a favorable consideration of said petition and petitioning company was so advised; and on November 4th withdrew its petition.

FILE NO. 8431.

ROGER BROTHERS,

vs.

SOUTHERN EXPRESS COMPANY.

} Claim for damage.
} Filed in office October 29, 1908.

This was a claim for damage growing out of a shipment of fish. Claimants contended that they had sustained damage in the amount of \$5.20; the express company admitted liability to the amount of \$4.25, and claim settled on this

basis; this being one-third of the value of the shipment, the extent to which consignees stated the shipment had been damaged.

FILE NO. 8432.

ROGERS BROTHERS,

vs.

ATLANTA, BIRMINGHAM & ATLANTIC
RAILROAD COMPANY.

} Claim for damage.

} Filed in office October 29, 1908.

This was a claim, account damage to shipment of stoves. The defendant railroad company agreed to repair all broken stoves, and to send a representative to handle the matter with claimants to a satisfactory conclusion.

FILE NO. 8433.

A. L. MOORE,

vs.

WADLEY SOUTHERN RAILWAY COMPANY.

} Unsafe condition of warehouse at Corsica, Ga.

} Filed in office October 29, 1908.

Complainant complained that the roof of the warehouse of the defendant railway company at Corsica, Ga., was rotten and in such a condition as that sparks from passing trains were liable to ignite same, thus placing at a great risk all adjacent buildings. The matter was handled with the defendant railway company and said company had the building removed.

FILE NO. 8434.

GAINESVILLE MIDLAND RAILWAY CO.

} Petition for authority to revise passenger tariffs so as to remove the necessity of making penny change.

} Filed in office October 30, 1908.

It was the desire of the petitioning railway company to make all passenger fares end either in 5 or 0, by charging the nearest amount ending in 5 or 0 to the amount arrived at by applying the rate per mile to the actual distance traveled. After due consideration, the Commission denied the petition.

FILE NO. 8435.

THE CURRY-ARBINGTON CO.,

vs.

SEABOARD AIR LINE RAILWAY AND CENTRAL OF GEORGIA RAILWAY CO.

} Delayed transportation.

} Filed in office October 30, 1908.

Complainants complained of delay to shipments from Rome, Ga., destined to points on the S. A. L. Railway, transferred at Cedartown, Ga. This matter was handled with the lines of railway at interest and the Commission was advised by the officials of said lines that such instructions had been given as would prevent a recurrence of any just cause of complaint of this kind in future. No further complaint received.

FILE NO. 8436.

CENTRAL OF GEORGIA RAILWAY Co.

} Petition for authority to discontinue
freight and passenger agency at
Lawtons, Ga.

} Filed in office October 30, 1908.

Copy of petition forwarded to the Postmaster at Lawtons, Ga., with request that same be submitted to citizens interested and the Commission furnished with any objections that might be offered to a favorable consideration of the petition. No objections being received, the Commission, upon consideration of the showing made by the railway company of the business offering at Lawtons, Ga., was of the opinion that the conditions obtaining did not justify a continuance of said agency and the petition to close same, was granted.

FILE NO. 8437.

J. S. BYROM & SONS,

vs.

GEORGIA SOUTHERN & FLORIDA RAILWAY.

} Claim for overcharge.

} Filed in office October 31, 1908.

Complainants complained of their inability to collect two claims for overcharge which they had held for some time against the defendant railway company. Claims were taken up by the Commission with the defendant railway company and payment of both secured on December 3, 1908.

FILE NO. 8438.

CITIZENS OF LELLATON, GA.,

vs.

SOUTHERN EXPRESS COMPANY.

} Petition for express office.

} Filed in office November 2, 1908.

This matter was handled with the defendant company and after due investigation, said company advised the Commission that the amount of express business offering at Lellaton, Ga., would not justify the maintenance of an express office at that point. The Commission advised the petitioners of the contentions of the defendant company and informed them that no order could be issued in this matter until after a formal hearing and a thorough investigation of the merits in the case. Petitioners were requested to advise the Commission if they desired a hearing, but no response received from them.

FILE NO. 8439.

A. A. MURPHEY,

vs.

SOUTHERN EXPRESS COMPANY.

} Charges on C. O. D. shipments.

} Filed in office November 3, 1908.

Copies of rules governing express companies furnished complainant and no further complaint received from him.

FILE NO. 8440.

CITIZENS OF ROBERTA, GA.,
vs.

SOUTHERN RAILWAY COMPANY.

} Telephone in depot of the railway company.

} Filed in office November 3, 1908.

Complainants complained that the defendant railway company had caused the removal of telephone from its depot office at Roberta, Ga., and that the lack of telephone connections with said office caused great inconvenience to the patrons of said railway company, at that point.

This matter is still receiving the attention of the Commission, investigation being made as to the jurisdiction of the Commission to require the railway company to furnish such service.

FILE NO. 8441.

ETNA STEEL & IRON Co.,
vs.

SOUTHERN RAILWAY COMPANY.

} Inability to secure empty cars.

} Filed in office November 4, 1908.

Matter taken up with the defendant railway company and satisfactorily disposed of.

FILE NO. 8442.

MARTIN HEYDEN,
vs.

SEABOARD AIR LINE RAILWAY.

} Claim for damage account destruction of goods by fire.

} Filed in office November 4, 1908.

The Commission handled this claim with the defendant railway company, but said company declined to admit of liability thereon, beyond the amount of \$10.00, whereas claimant claimed damage in the amount of \$45.00. The Commission informed claimant of the results of its handling his claim and advised him that as the claim was beyond its jurisdiction, it could not assist him further.

FILE NO. 8443.

RENFROES, GA.,
vs.

SEABOARD AIR LINE RAILWAY.

} Depot.

} Filed in office November 4, 1908.

Mr. A. R. Wright of Renfroes, Ga., wrote the Commission relative to depot facilities at said point. The Commission advised him that if he would file a petition, setting out the needs for improved depot facilities, same would have prompt attention. No further response.

FILE NO. 8444.

T. A. CALOWAY,
vs.

ATLANTA, BIRMINGHAM & ATLANTIC
RAILROAD COMPANY.

} Claim for loss.

} Filed in office November 6, 1908.

This claim was filed account lost shipment of household goods. The railroad

company claimed to hold receipt for delivery of goods in good order signed by C. J. Hitch. Claimant stated that he did not know C. J. Hitch, nor had he ever heard of him. Investigation of the Commission not yet complete.

FILE NO. 8445.

MURRAH BROTHERS,

vs.

CENTRAL OF GEORGIA RAILWAY Co.

} Claim for loss.

} Filed in office November 6, 1908.

This claim grew out of a shipment of fencing from Frankton, Ind. consigned to the claimants at Chipley, Ga. Upon arrival of the shipment at destination, a portion checked short and consignees, who are the claimants in this case, declined to accept same. After advertising, as required by law, the defendant railway company sold the shipment, at which sale \$4.97 in excess of charges against the shipment were realized. This, the defendant company offered to claimant, stating that the portion of the shipment which was checked short at destination, was short on delivery by the Louisville & Nashville Railroad to the defendant railway company and hence said defendant declined to admit of liability thereon. The Commission advised the claimants that inasmuch as the claim accrued out of an interstate shipment, it was, therefore, beyond its control; that it could be of no further assistance in the matter and that claimants' only recourse, if they desired to further pursue their claim, would be by a suit in the courts.

FILE NO. 8446.

H. F. GILMORE,

vs.

WRIGHTSVILLE & TENNILLE RAILROAD Co.

} Inability to secure cars for loading.

} Filed in office November 6, 1908.

This matter was handled with the defendant railroad company, which contended that the cause of the alleged delay was due to failure of complainant to make proper application for cars. The Commission informed complainant of requirements of storage rule No. 9, covering requisitions for empty cars and instructed the railroad company to give prompt attention to all orders when properly filed. No further complaint.

FILE NO. 8447.

TALBOTTON BOTTLING WORKS,

vs.

CENTRAL OF GEORGIA RAILWAY Co.

} Claim for damage.

} Filed in office November 10, 1908.

This was a claim for damage account of delayed transportation of ice resulting in loss by melting. The Commission advised the claimants that it had no jurisdiction over claims for damage, but at the same time, handled the matter with the defendant railway company. After considerable correspondence the railway company denied liability on said claim, and the Commission accordingly so notified the claimants, and advised them that their only recourse would be a suit in the courts.

FILE NO. 8448.

CITIZENS OF ALBANY, PELHAM, ETC.,

vs.

ATLANTIC COAST LINE RAILROAD.

} Complaint against change in schedules.
 } Filed in office November 13, 1908.

Complainants advised the Commission that the defendant railroad company had given notice of a change in schedules of its afternoon passenger trains between Albany and Thomasville, Ga., so that said passenger train would leave Albany at 2:35 p. m. instead of 4:00 p. m. The patrons of said train vigorously opposed said change. The Commission took the matter up with the defendant railroad company and requested that no change be made in said schedule until a hearing and thorough investigation of the matter could be made. The railroad company advised the Commission that the change complained of would not be made.

FILE NO. 8449.

POSTAL TELEGRAPH-CABLE COMPANY.

} Petition for authority to establish,
 } temporarily, telegraph service at
 } Blackshear, Ga., with authority to
 } discontinue said service if its main-
 } tenance should prove to be unre-
 } munerative.

} Filed in office November 11, 1908.

Authority prayed for, granted November 13, 1908.

CLAIM NO. 8450.

PAULK, OBERREY & COMPANY,

vs.

ATLANTIC COAST LINE RAILROAD.

} Claim for overcharge and shortage.
 } Filed in office November 14, 1908.

Claims handled by the Commission with the defendant railroad company and payment of all of them secured January 4, 1909.

FILE NO. 8451.

G. H. DOOLY,

vs.

TALLULAH FALLS RAILWAY COMPANY.

} Claim for stock killed.
 } Filed in office November 16, 1908.

This matter was handled with the defendant railway company, which declined to admit of liability. The Commission advised claimant that it had no jurisdiction over claims of this character and could not serve it further—his only recourse being a suit in the courts.

FILE NO. 8452.

GEORGIA SOUTHERN & FLORIDA RAILWAY
COMPANY.

} Rule requiring passengers boarding
 } trains with guns to unbreach same.
 } Filed in office November 17, 1908.

The railway company named advised the Commission that, at times guns were discharged on board its trains, and that the presence of passengers on

trains with guns caused anxiety upon the part of the other passengers and requested the Commission to adopt some rule upon this subject. The Commission, after thoroughly considering the question, on December 3, 1908, issued the following rule, same being passenger rule No. 14:

"No person shall be permitted to board a train, or enter a car in which passengers ride, in this State, with a loaded gun, and all breech-loading guns shall be unbreeched on boarding such train or entering such car.

"Conductors of railway trains are authorized to see to the enforcement of this rule, and failure on the part of any passenger to comply with the terms hereof shall be cause for ejecting such passenger from the train."

FILE NO. 8453.

J. A. PERRY *et al.*,
vs.

SEABOARD AIR LINE RAILWAY.

} Insufficient passenger train service.
} Filed in office November 17, 1908.

Mr. J. A. Perry, in behalf of the citizens residing along the line of the defendant's line of railway, between Atlanta and Athens, Ga., complained that said company failed to furnish sufficient local passenger train service into Atlanta; that certain of the defendant company's trains did not stop at Lawrenceville and other local stations, and complainants were without any facilities for coming to Atlanta in the morning and returning home same day. Formal hearings were had in this matter, and, as a result of which the defendant company made Lawrenceville and other stations regular stops for its train, and on May 2nd, put on an additional passenger train for local service between Atlanta and Athens, said train arriving at Atlanta at 8:30 a. m. and departing at 4:30 p. m.

For a fuller record of this case—see SUBJECT INDEX, under Seaboard Air Line Railway.

FILE NO. 8454.

C. B. TOWNSEND.

} Rules governing the operation of trains
} during fogs.
} Filed in office November 17, 1908.

Mr. Townsend wrote the Commission relative to danger to which passengers on railroad trains during heavy fogs, were subjected to, by reason of the fact that there were no regulations requiring trains to slow up in such weather. The Commission advised Mr. Townsend that while it had no jurisdiction over matters of this kind, his letter would be kept on file and given attention whenever the Commission was authorized to regulate the matter referred to.

FILE NO. 8455.

RAMSEY-WHEELER COMPANY,
vs.

GAINESVILLE MIDLAND RAILWAY Co.,

} Claim for penalty demurrage.
} Filed in office November 17, 1908.

This claim was filed under storage rule No. 10, account delay to car shipped from Olympia, Ga., to Winder, Ga., bill-lading being dated August 7, 1908, and

car reached destination on October 22, 1908. The delay was accounted for by the railway companies at interest, to bad order of the car containing the shipment and partially because of negligence on the part of the employees. The Atlantic Coast Line Railroad, the Central of Georgia Railway Company and the Gainesville Midland Railway companies admitted liability for penalty account delays accruing while car was in possession of their respective lines, but the Southern Railway Company denied liability on the ground that so many cars, at this time, were in bad order that it was impossible for it to have handled the car in a shorter time. The Commission, upon consideration of the responses of the railway companies at interest, was of the opinion that sufficient cause had not been shown to relieve them of the penalties claimed and on December 2nd, issued an order to that effect.

FILE NO. 8456.

MAX C. ELLIOTT,
vs.

SOUTHERN RAILWAY COMPANY.

} Delayed baggage.
} Filed in office November 17, 1908.

Complainant complained of his inability to secure delivery of his baggage, which was checked from Talladega, Alabama to Columbiana, Ala. Investigation developed that while the baggage agent checked the baggage to Columbiana the complainant received orders, in route, to change his destination; he therefore gave orders to the defendant railway company to forward trunk to his changed destination, which the railway company did. Before the baggage reached point to which it was reconsigned, complainant was again required to move and thus from place to place the baggage followed him, and the delay complained of, very naturally, occurred. The baggage, however, was finally delivered to complainant.

FILE NO. 8457.

C. A. BICKERSTAFF,
vs.

ATLANTA & WEST POINT RAILROAD.

} Passenger rate between Montgomery,
} Ala. and Atlanta, Ga.
} Filed in office November 18, 1908.

Complainant complained that the defendant company, by reason of certain instructions to its ticket agent at West Point, Ga., made it impracticable for passengers between Montgomery, Ala., and Atlanta, Ga., to get off the defendant company's trains at West Point and purchase tickets to Atlanta and reboard said trains.

FILE NO. 8458.

BRANDON & DREYER,
vs.

RAILWAY COMPANIES.

} Classification on raisins.
} Filed in office November 18, 1908.

Complainants complained that on carload shipments of raisins from Macon, Ga., to Dublin, Ga., they were charged rates based on first-class, whereas rates between other common points in Georgia, on raisins were on basis of third-class. Complainants were advised by the Commission that the rates between Macon

and Dublin, Ga., were governed by the Commissioner's classification, whereas the rates between Georgia common points were governed by the Southern Classification, and the classification on raisins in the Southern Classification was third-class, while the Commission's classification rates this commodity first-class. Complainants, therefore, requested that the Commission order rates between Macon and Dublin, Ga., to be governed by Southern Classification instead of the classification of the Commission. It was pointed out to the complainants that if this was done, the ratings on several hundred articles would be increased, while decreased on only a few. Complainants, therefore, requested that the Commission adopt third-class rating on raisins instead of first-class.

Due notice was given to all parties interested and after a formal hearing and upon consideration of the facts and evidence submitted, the Commission was of the opinion that no change should be made, at the present time in its ratings on raisins, and complainants were so notified.

FILE NO. 8459.

W. A. MITCHELL,

vs.

SOUTHERN RAILWAY COMPANY.

} Inability to secure cars for loading.
 } Filed in office November 19, 1908.

Complainant complained of his inability to secure equipment for the movement of cotton from Martin, Ga. The matter was taken up by the Commission with the defendant railway company and the desired equipment promptly furnished and instructions given to take care of all movements offering, in the future.

FILE NO. 8460.

RAILROAD COMMISSION OF GEORGIA.

} Unsanitary condition of passenger
 } coaches on trains operated by the
 } Southern Railway between Brunswick, Ga., and Chattanooga, Tenn.
 } Filed in office November 24, 1908.

This matter was taken up by the Commission, with the Southern Railway, upon its own initiative, it having come to the knowledge of the Commission that the day passenger coaches operated by said company between Chattanooga, Tennessee, and Brunswick, Georgia, were often-times very dirty, caused, presumably, by the long service required on each trip. The railway company advised that the matter had been handled with its Mechanical Department in Atlanta, in such a way that no further cause for complaint would arise on this score.

FILE NO. 8461.

W. B. MASON,

vs.

SOUTHERN RAILWAY COMPANY.

} Failure of railroad to issue proper
 } freight bills.
 } Filed in office November 24, 1908.

Complainant complained that the agent of the defendant railway company at Homer, Ga., refused to show on freight expense bills the rate, weight and

charges on each article composing the shipment. The Commission took the matter up with the defendant railway company, under its freight rule No. 2 and said company advised that such instructions had been given its agent, as would remove cause for further complaint upon this score.

FILE NO. 8462.

<p>E. L. WIGHT & Co., <i>vs.</i> SOUTHERN RAILWAY COMPANY.</p>	}	<p>Lack of fire protection at defendants terminals at Brunswick. Filed in office November 24, 1908.</p>
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Complainants complained that the defendant railway company had no protection against fire on its docks at Brunswick, Ga., except a few barrels and buckets of water and that at times there were several thousand bales of cotton on said docks.

The Commission advised complainants that the matters complained of were without its jurisdiction, but took the matter up with the railway company, and advice received from said company, that the question would receive prompt and proper attention.

FILE NO. 8463.

<p>W. S. ASKEW, <i>vs.</i> ATLANTA & WEST POINT RAILROAD.</p>	}	<p>Passenger rate between Montgomery, Ala., and Atlanta, Ga. Filed in office November 24, 1908.</p>
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This complaint is similar to that covered by file 8457.

FILE NO. 8464.

<p>C. L. WHITE, <i>vs.</i> GEORGIA RAILROAD COMPANY.</p>	}	<p>Claims for loss, damage and over- charge. Filed in office November 25, 1908.</p>
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These claims were taken up with the defendant railroad company and on December 16th, said company sent its traveling claim agent to the office of the Commission with letter from claimant authorizing said traveling claim agent to obtain all papers covering his claims. The claim agent advised that he had an engagement to meet claimant at Buckhead for the purpose of making settlement of said claims. Papers delivered as requested by the claimant.

FILE NO. 8465.

<p>CENTRAL OF GEORGIA RAILWAY CO.</p>	}	<p>Petition to revise rates on cotton from Wadley Southern Railway stations to Savannah, Ga. Filed in office November 25, 1908.</p>
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The petitioning railway company advised that the rate on cotton from Wadley Southern Railway stations to Savannah, had, for several years, been 25 cents per hundred pounds, whereas, the lowest combination basis on Stillmore, Ga., made a rate of 30 cents. Said company requested that it be permitted to change said rate from 25 cents to 30 cents per hundred pounds.

The Commission sent copies of the petition to the Postmasters of the towns which would be affected by the proposed change and requested that same be submitted to interested citizens and that any objections that might be entertained to a favorable consideration of the railway company's petition, be filed with the Commission, as soon as practicable. Strong opposition being received from various shippers interested in said rates, the Commission advised the railway company that its petition could not be granted unless after a formal hearing, the circumstances seemed to justify that action. The railway company, on January 2nd, withdrew its petition.

FILE NO. 8466.

VALDOSTA DRUG COMPANY.

} Request for information relative to
classification applicable on empty
paper boxes.

} Filed in office November 25, 1908.

Information furnished on November 27, 1908.

FILE NO. 8467.

C. E. STEWART,

vs.

ATLANTIC COAST LINE RAILROAD.

} Delay in forwarding shipments.
Filed in office November 25, 1908.

This matter was taken up with the defendant railroad company and request made that all just cause for complaint be removed. Said company made full response to the matters complained of, copy of which response was furnished complainant by the Commission, with request that he submit any further contentions he might desire the Commission to consider, but no response received from him.

FILE NO. 8468.

J. L. BEVERLY,

vs.

ATLANTIC COAST LINE RAILROAD.

} Rate on toys from New York to Thom-
asville, Ga.

} Filed in office November 30, 1908.

Complainant advised by the Commission that its jurisdiction extended only to rates applying between points within the state of Georgia, but the matter was taken up with the defendant railway company and said company requested to confer with claimant, and furnish him with the information as to the rates in question, and such other information as he might desire.

FILE NO. 8469.

J. M. ALLEN,

vs.

CENTRAL OF GEORGIA RAILWAY CO.

} Hours for opening and closing freight
depot at Smarrs, Ga.

} Filed in office November 28, 1908.

Complainant complained that the agent of the defendant railway company at Smarrs, Ga., failed to observe the rule of the Commission prescribing the hours during which freight depots shall be open for receiving and delivery of freight.

The matter was taken up with the defendant railway company, which advised that proper instructions had been given to agent complained against and that if further complaint arose, another agent would be placed in charge of said agency. No further complaint received.

FILE NO. 8470.

CUTHBERT GROCERY COMPANY.
vs.

CENTRAL OF GEORGIA RAILWAY CO.

} Claim for refund of demurrage.
} Filed in office November 27, 1908.

Claimants contended that the demurrage was improperly collected by the railroad company, inasmuch as no notice was received by them of the arrival of the shipment. The railroad company contended that due notice was mailed. Claimants made affidavit that neither they nor any one in their employ, received said notice, and that the notice received the day before the car was unloaded was the first and only notice that was received. Claim was taken up by the Commission with the defendant railway company under storage rule No. 2, and said railway company advised that refund of amount collected would be made without delay.

FILE NO. 8471.

ALBANY & NORTHERN RAILWAY CO.

} Petition to change rule governing con-
} ductors cash fare collections.
} Filed in office November 27, 1908.

The petitioning company desired to inaugurate a rule governing the collection of cash fares by conductors, which authorized the collection of 10 cents additional to the ticket rate instead of 1 cent per mile. Said arbitrary collection of 10 cents to be refunded upon presentation at some agency station, by the holder of cash fare receipt, to be given by the conductor upon the collection thereof.

Upon consideration of the petition, the Commission was of the opinion that the proposed plan would inure both to the benefit of the railway company and the patrons of said company and the petition was, therefore, granted.

FILE NO. 8472.

WM. MITCHELL,

vs.

SEABOARD AIR LINE RAILWAY.

} Inability to collect claims.
} Filed in office November 30, 1908.

Claimant made inquiry as to the law governing the collection of claims against railroad companies, in hands of receivers. The desired information furnished and claimant advised by the Commission that if he would furnish it with the railroad company's claim numbers, covering his claims, and with such other detailed information as would enable the Commission to intelligently handle same, it would take pleasure in doing what it could to assist in securing settlement, but no response received from claimant.

FILE NO. 8473.

J. M. STANSBURY,
vs.

SOUTHERN RAILWAY COMPANY.

} Improper conduct of defendants' agent
at Jackson, Ga.

} Filed in office December 1, 1908.

Complainant complained that the agent of the defendant railway company at Jackson, Ga., treated him discourteously regarding his inquiries relative to schedules of trains, etc. The matter was taken up by the Commission with the railway company which denied that their agent acted discourteously, but advised that the matter had been handled in such a manner as to prevent a recurrence of such complaint.

FILE NO. 8474.

J. S. COOK,

vs.

SOUTHERN EXPRESS COMPANY.

} Claim for overcharge.

} Filed in office December 1, 1908.

This was a claim for overcharge on shipment of one desk from Rochelle, N. C. to Atlanta, Ga. Upon investigation the Commission found that the correct charges were collected and claimant so advised.

FILE NO. 8475.

EVANS LUMBER COMPANY,

vs.

NASHVILLE, CHATTANOOGA & ST. LOUIS
RAILWAY.

} Refusal to place car for unloading.

} Filed in office December 1, 1908.

Complainants complained that the defendant railway company refused to absorb switching charges on car shipped them from Rome, Ga., which they desired placed on their side track for unloading, said side track being located on Southern Railway Company's line. The Commission took this matter up with the defendant railway company, which replied that it was prepared to absorb the switching charge, but the Southern Railway Company refused to accept and place said car at the point indicated, under the \$2.00 switching rule, for the reason that said point was beyond the switching limits prescribed by the rule of the Commission. Complainants were informed of the contentions of the defendant railway company and were requested to advise the Commission further if they had anything else to submit. No response received.

FILE NO 8476.

HEADLEY BROTHERS,

vs.

CENTRAL OF GEORGIA RAILWAY COMPANY.

} Claim for shortage.

} Filed in office December 1, 1908.

FILE NO. 8477.

J. E. CARLETON,

vs.

MACON, DUBLIN & SAVANNAH RAILROAD.

} Rates on clay.

} Filed in office December 1, 1908.

Complainant advised the Commission that he had been notified by the M. D. & S. R. R. that shipments of clay from his mine on said line would thereafter be refused under the classification applying on clay and that rates provided on fullers earth would be applied. Complainant stated that such rates as last referred to would prohibit the shipment of his clay. The Commission advised the defendant railroad company to make no change in rates referred to until authority therefor had been granted by the Commission. No further response received either from the complainant or the railroad company.

FILE NO. 8478.

RAILROAD COMMISSION OF GEORGIA.

} Passenger train connection at Winder,
Ga., between trains of the Seaboard
Air Line Railway, and the Gaines-
ville Midland Railway.

} Filed in office December 1, 1908.

This was an informal complaint to the Commission that the trains of the Gainesville Midland passed Winder, Ga., about the same time that certain trains of the Seaboard Air Line Railway are due at said point, and that the trains of the Gainesville Midland Railway often leave Winder, Ga., before the arrival of the Seaboard Air Line Railway train, thereby preventing change of cars for stations on the line of the said Gainesville Midland Railway. The Commission took the matter up with the Gainesville Midland Railway, which advised that while the facts complained of were true, the reason why its trains did not always wait at Winder, Ga., for the Seaboard Air Line Railway's trains, was because said Gainesville Midland Railway trains had passengers desiring to make connection at Monroe, Ga., with trains of the Georgia Railroad. The Commission requested the General Manager of the Gainesville Midland Railway to instruct his operating department to make every effort to make the Winder connection, when by so doing no great inconvenience would be done more passengers interested in other connections.

FILE NO. 8479.

LEGG BRICK COMPANY,

vs.

WESTERN & ATLANTIC RAILROAD CO.

} Rates on brick.

} Filed in office December 1, 1908.

Claimants made inquiry as to its right to ship brick, locally, to Cartersville, Ga. and then reship to points beyond the line of the defendant company, in order to secure the rates of the Commission applicable to pressed brick—the rate on this class of brick from complainants factory, at Calhoun, Ga., to Atlanta, being higher than applicable on common brick, whereas under the Commission's mileage rates the same rates applied to both classes of brick. The Commission advised the complainants that they were entitled to route their shipments between points in Georgia, as they might desire, provided that, in all cases, they paid the rates applicable via the route specified.

FILE NO. 8480.

S. S. BROADNAX,

vs.

ATLANTIC COAST LINE RAILROAD.

Inadequate accommodations for colored passengers.

Filed in office December 2, 1908.

Complainant complained that the Atlantic Coast Line Railroad Company did not furnish sufficient accommodations for colored passengers along that line—only a small section in one end of the car was allotted such passengers on certain trains and that very often, in consequence thereof, it was necessary for them to stand. The matter was taken up by the Commission with the defendant railway company and, on January 11, 1909, said company informed the Commission that a full coach had been assigned for colored passengers on the trains referred to.

FILE NO. 8481.

THOMASVILLE, GA.,

vs.

ATLANTIC COAST LINE RAILROAD CO.

Depot facilities.

Filed in office December 2, 1908.

The Mayor of Thomasville, Ga., and the President and other officers of the Thomasville Board of Trade, addressed a communication to the Commission, stating that the Atlantic Coast Line Railroad was preparing to make certain changes in its passenger depot facilities at Thomasville, Ga., and that it was the desire of the citizens of that city that no extensive repairs or changes be made at the present time, notwithstanding that improvements were very badly needed, as they preferred to content themselves with the accommodations as at present provided, in the hope that all of the lines converging at Thomasville would later on, agree upon the provision and use of joint terminals (passenger.)

The Commission handled the matter with the President of the defendant railroad company, who advised that the plans of repairing and changing present building had progressed to such an extent that it was impracticable to stop same; the Commission, therefore, advised the defendant railroad company that while the matter of joint terminals was a question of agreement between the railroad companies, the matter of adequate and convenient accommodations, as to each line, was within the jurisdiction of the Commission, and pointed out to said railroad company that the present depot was improperly located and was otherwise inadequate even with the improvements proposed to be made, to the reasonable demands of the traveling and shipping public at Thomasville, and that later on, this question would be taken up in a more formal way.

FILE NO. 8482.

FULLER BROTHERS,

vs.

SEABOARD AIR LINE RAILWAY CO.

Petition for side track.

Filed in office December 3, 1908.

Complainants advised the Commission that they had been endeavoring to get the railroad company to construct a side track for their use at their mill site, near Seville, Ga., and that said railway company had advised them that owing to the thin rate which it would receive on shipments from petitioners mill to

Brunswick, said company could not afford to construct the desired siding. The matter was taken up by the Commission with the railroad company and after considerable correspondence the side track was put in.

FILE NO. 8483.

CENTRAL CITY ICE WORKS,	}	Claim for loss. Filed in office December 3, 1908.
vs.		
CENTRAL OF GEORGIA RAILWAY CO.		

Investigation of the Commission not yet complete.

FILE NO. 8484.

CITIZENS OF UNION CITY, GA.,	}	Petition for telegraph office. Filed in office December 3, 1908.
vs.		
ATLANTA & WEST POINT RAILROAD CO.,		
AND WESTERN UNION TELEGRAPH CO.		

This matter was handled with the railroad company and the telegraph company complained against and after extensive correspondence, arrangements were made whereby the desired telegraph service was provided.

FILE NO. 8485.

CITIZENS OF SCOTLAND, GA.,	}	Petition for flag stop. Filed in office December 4, 1908.
vs.		
SOUTHERN RAILWAY COMPANY.		

The petitioners desired certain trains of the defendant railway company, engaged in interstate business to stop at Scotland, Ga., when flagged. The Commission advised the complainants of its lack of authority to require a compliance with their petition because of the fact that the trains in question were engaged in interstate business. The petitioners were advised further, however, that one of the Commissioners would visit Scotland, Ga., for the purpose of making a thorough investigation as to the necessity for additional passenger train accommodation. This matter is still having the attention of the Commission.

FILE NO. 8486.

J. A. & D. I. KING,	}	Charge for long distance telephone. Filed in office December 4, 1908.
vs.		
SOUTHERN BELL TELEPHONE AND TELE-		
GRAPH COMPANY.		

FILE NO. 8487.

ELBERTON SOUTHERN RAILWAY.	}	Petition for authority to issue stocks and bonds. Filed in office December 5, 1908.

After due notice and formal hearing, the Commission, on December 8th, authorized the issuance of stock and bonds prayed for, being the payment of the purchase price of the road extending from Elberton, Ga., to Toccoa, Ga. and

the other properties and franchises formerly belonging to the Elberton Air Line Railroad Company.

FILE NO. 8488.

JAS. GIBSON,

vs.

SAVANNAH ELECTRIC COMPANY.

} Refusal to honor transfers.

} Filed in office December 5, 1908.

This was a complaint that the defendant company maintained unreasonable rules relative to the use of transfers. The matter was taken up with the defendant company, and said company furnished the Commission with a diagram of the streets over which its lines operate and as well, furnished a copy of the form of transfers used. Said company pointed out that its lines crossed at so many different places in the down-town district that some rules similar to the one complained of was necessary to prevent abuse of the transfer privilege. Upon consideration of all of the conditions obtaining, the Commission, was of the opinion that the rules of the defendant company governing the use of transfers were not unreasonable.

FILE NO. 8489.

ROWLAND LUMBER Co.

} Request for information.

} Filed in office December 4, 1908.

This was a request for information relative to rules of the Commission requiring railroads to furnish equipment and transporting shipments promptly. Copy of the Commission's rules and desired information furnished.

FILE NO. 8490.

CORDELE LUMBER COMPANY,

vs.

SEABOARD AIR LINE RAILWAY.

} Claim for refund of demurrage.

} Filed in office December 5, 1908.

On September 29, 1908, claimants shipped from Alpine, Ga., a station on the Garbutt & Donovan Short Line Railroad, a car of lumber consigned to themselves at Atlanta, Ga. This car was delivered by the originating line to the Seaboard Air Line, which company delivered same to the Macon, Dublin & Savannah Railroad at Vidalia, Ga., the last named company delivered same to the Southern Railway at Macon, and upon arrival of car at Atlanta over the line of the Southern Railway, said company, under agreement with the Seaboard Air Line, turned same over to the last named company for delivery to consignees. Claimants kept advised as to the movement of the car from point of origin to Macon, and were advised by the agent of the Southern Railway Company on the day car left Macon for Atlanta that same went out over the Southern Railway. Claimants on same day wrote agent of the Southern Railway Company, at Atlanta, requesting said agent to deliver car to the Griffin Construction Company, as soon as same reached Atlanta. Several days thereafter, the Griffin Construction Company advised claimants that car had not been delivered and claimants immediately began further tracing to ascertain the whereabouts of the car. It developed that upon arrival of the car at Atlanta same was turned

over to the Seaboard Air Line for delivery, as per agreement between the lines to the effect that all business originating at local stations on the Georgia and Alabama division of the Seaboard Air Line, or delivered to it by connections having no other outlet, destined to Atlanta, should be turned over to said Seaboard Air Line Railway upon arrival at Atlanta, for final delivery.

Claim was handled by the Commission with the defendant railway company and said company contended that promptly upon arrival of the car at Atlanta, notice was mailed to consignees named in the bill-lading, namely; Cordele Lumber Company, who are the claimants in this case, and that under the rules of the Commission where cars are consigned "order notify," the actual mailing of notice is sufficient, the demurrage charges collected were properly assessed. The Commission ruled that the claimants had exercised reasonable diligence in endeavoring to locate same, as it was shown that they had not waited until car reached destination before starting their investigation, but began same promptly upon the forwarding of the car from point of origin, and continued in their efforts to bring about prompt delivery. That while the rule of the Commission governing notice to consignees of "order notify" shipments was as contended by the railway company, general rule No. 13 provided for the suspension or modification of any rule of the Commission, at any time, when a strict enforcement thereof would work hardship on any one; the Commission was of the opinion that the enforcement of the rule referred to in this instance, would work an injustice in view of the diligence exercised by the claimants in endeavoring to cause prompt delivery of car and the further fact that the agreement between the lines for delivery of carload shipments at Atlanta, above set out, was unknown to the claimants.

Upon furnishing all of the facts in the case together with the opinion of the Commission, as above set out, to General Counsel Legh R. Watts of the defendant railway company, Mr. Watts on April 6, 1909, advised that he would direct payment of the claim in line with letter of the Commission; and on April 12th, the defendant railway company advised that voucher was issuing, that date, in full settlement of the claim.

FILE NO. 8491.

J. E. THOMPSON,

vs.

CENTRAL OF GEORGIA RAILWAY CO.,

} Inability to secure cars for loading.
 } Filed in office December 8, 1908.

Matter taken up with the defendant railway company and all equipment desired promptly furnished.

FILE NO. 8492.

W. P. SPARKS,

vs.

CENTRAL OF GEORGIA RAILWAY CO.

} Claim for penalty demurrage.
 } Filed in office December 8, 1908.

This was a claim for penalty demurrage account delay in transit of shipment from Savannah to Damascus, Ga. No disposition yet made.

FILE NO. 8493.

DOUGHERTY, MORRISON & Co.,
vs.

ATLANTIC COAST LINE RAILROAD.

} Request for information.
Filed in office December 10, 1908.

These people bought of Davis-Sears Lumber Company of Pearson, Ga., bill of lumber which they ordered shipped to Williams Company, Philadelphia, Penn. The order consisted of 11,965 feet or about 53,842 pounds of lumber, and shippers loaded same on two cars, the whole weight being about evenly distributed between said cars. The minimum carload weight applicable on lumber destined to eastern points being 34,000 pounds, freight charges were assessed on minimum for each car, or 68,000 pounds for the shipment, that weight being 14,158 pounds in excess of the total weight. Dougherty, Morrison & Co., upon discovering the fact that the lumber was loaded on two cars, and that freight charges would be collected as above set out, requested the Atlantic Coast Line to stop the cars at Waycross, Ga., and transfer to one car of sufficient capacity to accommodate the entire shipment. The railroad company declined to do so and Dougherty, Morrison & Company wrote the Commission for information as to the duty of the railroad company in this respect. The Commission replied by wire and confirmed telegraphic advice with the following letter:

"Returning all papers enclosed with your favor of November 9th, I beg to confirm telegram of even date, advising that the railroad company could not be required to make the transfer of lumber as desired by you, and if it should voluntarily do so, you would of course, be required to pay the local rate on the two cars from point of shipment to Waycross, and from that point the through rate on the one car to destination. This in addition to the usual transfer charges. I doubt that after these charges were paid you will be able to save anything on the change. The whole difficulty arises by reason of the fact that the lumber in the outset was not loaded on one car of sufficient capacity to accommodate the entire shipment. If shippers had ordered such a car from the railroad company the railroad was required to furnish same.

"I trust that this furnishes you with the information which you desire."

FILE NO. 8494.

J. A. & D. I. KING,
vs.

GEORGIA, SOUTHERN & FLORIDA RAILWAY
COMPANY.

} Claim for overcharge.
Filed in office December 8, 1908.

This was a claim for alleged overcharge on shipment of bed slats from Unadilla to Macon, Ga. Upon investigation, the Commission found that no overcharge was collected and claimants were so advised.

FILE NO. 8495.

ROYAL LUMBER COMPANY,
vs.

SEABOARD AIR LINE RAILWAY.

} Switching charges at Atlanta.
Filed in office December 10, 1908.

Complainants complained that the defendant railway company charged them

\$3.00 for switching at Atlanta on cars from their mill at Borden Springs, Ala. Investigation developed that the charge was assessed account \$2.00 for switching and \$1.00 for return of empties. Upon handling the matter with the defendant railway company, said company promptly gave instructions to its agent at Atlanta to refuse to pay the \$1.00 assessed for the return of empty cars and complainants so advised. No further complaint.

FILE NO. 8496.

THE METZGER MATTRESS CO.,
vs.
 SOUTHERN RAILWAY COMPANY.

} Rate on cotton from Fort Lawn, S. C.
 to Atlanta, Ga.
 } Filed in office December 9, 1908.

This was a complaint that on a LCL shipment of cotton from Fort Lawn, S. C. to Atlanta, Ga., complainants were charged on basis of first-class. The Commission advised the complainants that the matter was beyond its jurisdiction, but took the same up with the railway company. Investigation disclosed the fact that there was no through published rate on cotton from Fort Lawn, S. C. to Atlanta, Ga., but LCL shipments of this nature, properly take first-class, as per Southern Classification. The charges on the shipment in question having been assessed on this basis, there was no overcharge and claimants were so advised.

FILE NO. 8497.

E. P. DORRIS,
vs.
 LOUISVILLE & NASHVILLE RAILROAD.

} Claim for overcharge.
 } Filed in office December 10, 1908.

This claim was filed account of overcharge on four cars of canned fruit shipped from Oakhurst, Ga., to Lexington, Ky., and Cincinnati, Ohio. At the time these shipments moved there was no published through rate from Oakhurst, Ga., to the points named, and claimant shipped said cars, locally, from Oakhurst to Marietta, Ga., and then reshipped from Marietta to destination, paying the published rate from Marietta. The class rate applicable from Oakhurst to Lexington, when said shipment moved, was 58 cents and to Cincinnati, 60 cents per hundred pounds; the rate from Marietta to both points was 27 cents. The local rate from Oakhurst to Marietta was 6 cents, thus it will be seen that claimant paid a total rate of 33 cents, and he now claims reparation on basis of the Marietta rate, since the railroad company after these movements, published the same rate from Oakhurst as applicable from Marietta, namely 27 cents per hundred pounds. This case is now pending before the Interstate Commerce Commission, on petition filed by this Commission in behalf of the claimant.

FILE NO. 8498.

GOFF COMPANY,
vs.
 WRIGHTSVILLE & TENNILLE RAILROAD.

} Claim for loss.
 } Filed in office December 10, 1908.

FILE NO. 8499.

NORCROSS, GA.,

vs.

SOUTHERN RAILWAY COMPANY.

} Depot.

} Filed in office December 10, 1908.

Several representative citizens of Norcross, Ga., came to the office of the Commission, for the purpose of discussing depot improvements contemplated at that point. The Commission arranged for a meeting on the day following their visit, at which time, representatives of the railway company would be present and a full discussion had. The meeting took place, as arranged, and the people of Norcross and the officials of the railway company agreed upon plans, and the provisions, for additional accommodations.

FILE NO. 8500.

CHAS. D. TONEY, FAIRBURN, GA.

} Request for information relative to petition filed by patrons of the Atlanta & West Point Railroad, that said railroad be allowed to increase its passenger rate from 2 to 2½ cents per mile.

} Filed in office December 10, 1908.

Copy of the petition with list of signers thereof furnished as requested.

FILE NO. 8501.

DOUGLAS GROCERY COMPANY.

} Petition for approval of the Commission of contract between themselves and the Georgia & Florida Railway Company, under the terms of which the Douglas Grocery Company would be permitted to sell to the exclusion of all other grocery or other supply houses, to the employees and residents along the line of the said railway company.

} Filed in office December 10, 1908.

The Commission advised that it could not approve such an exclusive contract because such action would be discriminatory in favor of the Douglas Grocery Company.

FILE NO. 8502.

H. H. SUMMER,

vs.

GEORGIA, FLORIDA & ALABAMA RAILWAY.

} Claim for penalty demurrage.

} Filed in office December 11, 1908.

This claim was filed account failure of the defendant railway company to furnish cars as provided for by Storage Rule No. 10 of the Commission. After considerable correspondence it was found impracticable to adjust claim after that fashion, and the Commission, on April 19th, set said matter down for

formal hearing to be held May 13, 1909, advising all parties at interest accordingly.

FILE NO. 8503.

ABBOTT & COMPANY,

vs.

SOUTHERN RAILWAY COMPANY.

} Local transportation movements.
 } Filed in office December 11, 1908.

Complainants complained of charges assessed for service rendered by the defendant railway company for transferring lumber at their mill to other points within the switching limits at Lumber City, Ga. The following letter of the Commission addressed complainants, January 9th, will explain the nature and disposition of this complaint:

"Referring again to the matter of charges for local service at Lumber City, I beg to advise that after investigation it appears that the service referred to is not switching service as contemplated by the rule of this Commission for which a charge of \$2.00 is fixed, but is in reality transportation, as the goods are both loaded, transferred and unloaded without having been or later being in transportation service. The courts have held that switching service is that service incident to the forwarding or delivery of a shipment, which is to be or has been in a transportation movement, and under this rule of the courts the service referred to by you is of course not switching service. The railroad company would, therefore, be authorized to charge transportation rates for the distance hauled, which appears to be less than five miles, and therefore, subject to the five mile rate.

"If our understanding as to the facts is incorrect, we will, of course, be glad to hear from you further."

FILE NO. 8504.

R. S. KENAN,

vs.

SEABOARD AIR LINE RAILWAY.

- } Failure to stop passenger trains at
 } Darien Junction, Ga.

} Filed in office December 14, 1908.

Complainant complained that the defendant railway company refused to stop its passenger trains at Darien Junction, Ga., notwithstanding the fact that at said point, the tracks of said railway company crossed the tracks of another railroad. The matter was taken up with the company complained against, which replied that investigation showed that its train did stop at Darien Junction, Ga., upon the occasion referred to but that no preparation was made, when train stopped, to receive passengers, all of the doors of the vestibules being closed. The defendant railway company advised, however, that a schedule would become effective on January 3rd, which provided for a regular stop at Darien Junction of passenger train No. 84. This schedule will remove any cause for further complaint along this line. No further complaint received.

FILE NO. 8505.

BLACKMAN STOCK REMEDY CO.

} Request for information as to rates applicable on mixed shipments.
 } Filed in office December 14, 1908.

Copies of the rules of the Commission furnished and reference made to Commission's rule on this subject, namely, Freight Rule No. 30.

FILE NO. 8506.

LEO FRANK,

vs.

ATLANTIC COAST LINE RAILROAD.

} Claim for damage to shipment.
 } Filed in office December 14, 1908.

This claim was taken up with the defendant railway company, which advised that while damage occurred while shipment was not in possession of said company, claim would be vouchered and defendant company would look to its connections for reimbursement. Claim vouchered February 22, 1909.

FILE NO. 8507.

MRS. S. B. SMITH,

vs.

ATLANTIC COAST LINE RAILROAD.

} Claim for stock killed by the defendant railroad company.
 } Filed in office December 15, 1908.

The Commission advised claimant that claims of this character did not come within its jurisdiction, but took the matter up with the defendant railroad company; said company declined to admit of liability on the claim, and the Commission so advised the claimant with further advice that her only recourse would be a suit in the courts.

FILE NO. 8508.

AUGUSTA, GA.

} Closing of freight depot on Saturday,
 } December 26, 1908.
 } Filed in office December 15, 1908.

The several local agents of Augusta railroads, filed with the Commission, petition for authority to close their respective depots in said city on Saturday, December 26, 1908, and with their petition they filed statement signed by various merchants and other business firms of Augusta, expressing their consent to said petition. The authority prayed for was accordingly granted.

FILE NO. 8509.

ABBOTT & COMPANY,

vs.

SOUTHERN RAILWAY COMPANY.

} Rates on box shooks.
 } Filed in office December 16, 1908.

Complainants complained of present rates on box shooks, contending that they should be given the same rate on box shooks as applicable on lumber from Lumber City, Ga., to Brunswick, Ga. The matter was handled with the defendant railroad company and after considerable correspondence said com-

pany declined to publish the rate desired by the complainants. The Commission advised complainants of the position of the railroad company and informed them that the desired rate could not be ordered put in, unless after a formal hearing the circumstances warranted the Commission in so doing, and requested the complainants to advise it if they desired a hearing. No further response.

FILE NO. 8510.

PENFIELD HOSIERY MILLS,
vs.
 GEORGIA RAILROAD COMPANY.

} Routing interstate shipments.
 } Filed in office December 16, 1908.

Complainants complained that the Georgia Railroad failed to carry out routing instructions given it by them, covering movements from their mill at Penfield, Ga., to certain points in Louisiana; and that, in consequence, delays in the delivery of such shipments oftentimes occurred. The matter was taken up with the defendant railroad company and prompt delivery of the shipment, then undelivered, was accomplished. The following letter of the Commission, dated February 9, 1909, will explain the rights of shippers in regard to routing interstate shipments:

"Referring again to the matter of the Georgia Railroad failing to observe routing specified by you on shipments to points in Louisiana, I beg to say that as we advised you in reply to your first communication upon this subject, this Commission is entirely without jurisdiction in cases of this kind, and such shipments are subject alone to control by the Interstate Commerce Commission. The Interstate Commerce Commission has ruled that shippers have the right to designate the delivering carrier, that is the line over which the shipment shall be delivered at destination. However, there is no regulation of the Interstate Commerce Commission, so far as we are advised, which authorizes shippers to designate the intermediate carriers, or any carriers, except the originating and delivering lines. As we have heretofore advised you, shippers, however, are entitled to the rate published by the most practicable route, or the lowest rate in effect. In other words, your rights in the premises are as follows: The Georgia Railroad and its connections, if a different routing from that desired by you is used, must apply the lowest rate between the points of shipment and cause delivery of shipment at destination over whatever line you specify. As to intermediate carriers, however, I do not find that you are authorized under the Interstate Commerce regulations to specify same."

FILE NO. 8511.

A. W. FITE,
vs.
 SEABOARD AIR LINE AND LOUISVILLE &
 NASHVILLE RAILROAD.

} Insufficient passenger train accommodations.
 } Filed in office December 16, 1908.

Complaint complained that the defendant companies failed to operate a sufficient number of passenger trains over their lines, entering Cartersville, Ga., and that such trains as were operated failed to make convenient connections at said point. The complaint was taken up by the Commission with the de-

fendant railway companies and the Seaboard Air Line Railway made a change in its schedule, but not such as complainant contended was necessary to meet the reasonable demands of the traveling public. The Louisville & Nashville Railroad Company contended that the territory traversed by its line, entering Cartersville, Ga., was so thinly populated that it could not afford additional train service. No disposition yet made of the complaint.

FILE NO. 8512.

CLARKSVILLE RAILWAY COMPANY.	}	Petition for authority to issue certificates of capital stock. Filed in office December 8, 1908.
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After due notice and formal hearing, the Commission, on December 17, 1908, authorized the petitioning company to issue its capital stock in the amount of \$10,000.00.

FILE NO. 8513.

CITIZENS OF MEADOWS, GA., vs. SOUTHERN EXPRESS COMPANY AND WESTERN UNION TELEGRAPH CO.	}	Petition for express and telegraph offices. Filed in office December 18, 1908.
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These matters taken up by the Commission with the Southern Express Company and Western Union Telegraph Company, and arrangements were made for the establishment of both express and telegraphic service, at Meadows, Ga.

FILE NO. 8514.

CITIZENS OF EATONTON, GA., vs. CENTRAL OF GEORGIA RAILWAY CO.	}	Protest against changing passenger train schedules. Filed in office December 18, 1908.
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The Commission on December 17th, received a protest from the citizens of Eatonton, Ga., protesting against proposed change in passenger train schedules serving that city, to take effect on December 20th. The Commission promptly telegraphed the general manager of the defendant railway company requesting that no change be made in its schedules until full investigation could be made by the Commission. The railway company replied, by wire, that the change had been duly advertised and that to change the plans at that time would result in great confusion, as it would be impossible to work up and print a new time table. The Commission, thereupon, began an immediate investigation and found that the change proposed had first been taken up with the people of Eatonton, Ga., and the Commission was advised by 46 citizens of Eatonton prior to the effective date of said change that same had had approval. The new schedule was put in, in the expectation that it would serve a larger number of people than the old schedule. The Commission did not interfere with the change because of the indorsement of the same by the people most immediately concerned, and because it was to be tried as an experiment, the railway company stating that if the change did not prove to be more satisfactory than the old

schedule, it would be perfectly willing to make any necessary change to accomplish that end.

On the first trip of the train operated on the new schedule, the Macon newspapers announced that 80 passengers were on board. No further complaint has been received as to the change.

FILE NO. 8515.

DIXIE COTTON COMPANY,
vs.

CENTRAL OF GEORGIA RAILWAY CO.

} Alleged increase in rates on cotton
from Davisboro to Savannah, Ga.
} Filed in office December 18, 1908.

Complainants alleged that the Central of Georgia Railway Company had, without notice, increased the rate on cotton from Davisboro, Ga., to Savannah, Ga. Investigation disclosed the fact that the defendant railway company published rates on cotton from Davisboro and other stations in the same territory, to Savannah, which rates included the cost of compression, with a note to the effect that if compression was not required, the rates applicable would be the published rates, less the compression fee; and when the order of the Commission went into effect increasing rates for compressing cotton, the rates on cotton from the points named to Savannah, where compression was desired, were naturally increased to the extent of the increase in compression fee ordered by the Commission. Claimants so notified and no further complaint received.

FILE NO. 8516.

D. B. ANDERSON & Co.,
vs.

CENTRAL OF GEORGIA RAILWAY CO.

} Claim for penalty demurrage.
} Filed in office December 19, 1908.

Investigation of the Commission not yet complete.

FILE NO. 8517.

A. E. SMITH,
vs.

CENTRAL OF GEORGIA RAILWAY CO.

} Claim for loss.
} Filed in office December 19, 1908.

FILE NO. 8518.

S. C. COOPER,
vs.

ATLANTA BAGGAGE & CAB CO.

} Inability to have baggage delivered
promptly.
} Filed in office December 10, 1908.

This matter was taken up by the Commission with the defendant company and on December 11th, said company forwarded the complainant the amount that he was required to pay as hack-fare in endeavoring to secure the delivery of his baggage and explanation as to cause of delay in delivery of complainant's baggage.

FILE NO. 8519.

SOUTHERN PINE CO. OF GEORGIA,
vs.
 CENTRAL OF GEORGIA RAILWAY CO.

} Claim for penalty demurrage.
 } Filed in office December 15, 1908.

Investigation of the Commission not yet complete.

FILE NO. 8520.

CARMICHAEL-STEPHENS LUMBER CO.

} Request for rate on lime from Aragon,
 } Ga., a point on the Seaboard Air
 } Line Railway, to McDonough, Ga.
 } Filed in office December 21, 1908.

Information furnished December 22, 1908.

FILE NO. 8521.

C. C. POWELL,
vs.
 CENTRAL OF GEORGIA RAILWAY CO.

} Claim for overcharge.
 } Filed in office December 21, 1908.

This claim was filed account of error of the defendant railway company in forwarding shipment intended for claimant at Uptonville, Ga., but through error forwarded to Thomaston, Ga. Matter taken up by the Commission with the Central of Georgia Railway Company and delivery of shipment accomplished and correct rate applied.

FILE NO. 8522.

C. C. POWELL,
vs.
 ATLANTIC COAST LINE RAILROAD.

} Claim for overcharge.
 } Filed in office December 21, 1908.

This claim was made account alleged overcharge on shipment of pears from Atlantic Coast Line local stations to New York and Philadelphia. Upon investigation, the Commission found that the correct published rates were applied and no overcharge collected, and claimant so advised.

FILE NO. 8523.

C. H. REDDING,
vs.
 WAYCROSS ELECTRIC LIGHT AND POWER
 COMPANY.

} Complaint as to rates and service.
 } Filed in office December 21, 1908.

Complainant complained that the defendant company refused to install in his place of business, a meter, and that he was required to pay, in advance, an excessive arbitrary charge for current, and that the defendant company failed to furnish good service.

The Commission, after considerable correspondence, finding it impracticable to bring about a satisfactory disposition of this complaint, after that fashion, appointed Commissioners Stevens and Hillyer as a committee to visit Waycross, Ga., and make a personal investigation of the matters complained of. Commis-

sioner Hillyer, after visiting Waycross, recommended that the Commission employ an electrical expert and send him to Waycross for the purpose of securing an expert report as to the rates, rules and service of the defendant company. The expert was secured and upon consideration of his report, the Commission, on April 1st, ordered the defendant company to install a meter in complainant's place of business within ten days from that date, and allowed said defendant company to require weekly payments of all bills due by complainant, and also required a bond in the sum of \$50.00 for the prompt payment of bills.

It was further ordered that the defendant company show cause, if any it could, before the Commission on April 15, 1909, why its scale of rates, then in effect at Waycross, Ga., should not be reduced and why reforms and improvements recommended by the electrical expert should not be made.

A fuller report of this case appears elsewhere in this report, reference to which will be found in the Subject Index, under *Waycross Electric Light and Power Company*.

FILE NO. 8524.

W. H. BRANCH,
vs.

DRAKE TELEPHONE COMPANY.

} Refusal to give telephone connections
to certain offices.
} Filed in office December 21, 1908.

This was a complaint that the Drake Telephone Company refused to connect the complainant with the offices of the Postal Telegraph and the Western Union Telegraph Company. The matter was handled with the company complained against and full response made by said company, copy of said response being sent to the complainant with the advice that if the explanation was not satisfactory, and complainant desired it, the Commission would order a formal hearing in the matter, at which all parties at interest could be present and submit such facts as they desired the Commission to consider. No further response.

FILE NO. 8525.

ROME RAILWAY & LIGHT CO.

} Petition for authority to issue bonds.
} Filed in office December 21, 1908.

After due notice and formal hearing, the Commission, on January 21, 1909, granted the Rome Railway & Light Company authority to issue refunding and consolidated bonds in the sum of \$750,000.00.

FILE NO. 8526.

B. W. STONE,

vs.

ATLANTIC COAST LINE RAILROAD.

} Inability to secure rate quotations.
} Filed in office December 26, 1908.

Mr. Stone advised the Commission that he had been endeavoring to get from the defendant company information as to the rates on fruit trees from Thomasville, Ga., to Louisiana and Mississippi points, but without avail. Matter taken

up with the defendant railway company and the desired information promptly furnished.

FILE NO. 8527.

SOUTHERN EXPRESS COMPANY.

} Petition for authority to close agency
at Dunwoody, Ga.

} Filed in office December 26, 1908.

Copy of the express company's petition furnished, by the Commission, to the postmaster at Dunwoody, Ga., with request that same be submitted to interested citizens, and the Commission furnished with their views thereon. Mr. C. K. Cheek, representing the citizens of Dunwoody, Ga., replied that the matter had been submitted to the people of that place and he was authorized to say that there was no objection to the closing of the express agency, as no suitable agent could be secured to accept same. The authority prayed for was granted.

FILE NO. 8528.

F. E. KAUFFMAN,

vs.

WADLEY SOUTHERN RAILWAY.

} Claim for damage.

} Filed in office December 28, 1908.

Claimant shipped a carload of flour from St. Louis, Mo., to E. A. Edenfield, Stillmore, Ga. By reason of the delay in transportation and misunderstanding upon arrival of shipment at destination, shippers were not advised of the non-delivery of the shipment until after storage charges had accrued to such an extent, when added to the freight charges, that the value of the shipment was consumed in said charges. Claim was made for the full value of the shipment, but the railroad company declined same. Claimant requested the Commission to assist him in satisfactorily disposing of said claim, and the Commission, after handling the matter with the railway companies at interest, advised the claimant that no satisfactory disposition could be secured by the Board, as it had no jurisdiction over the matter.

FILE NO. 8529.

I. J. H. HUNNICUTT,

vs.

TALLULAH FALLS RAILWAY CO.

} Complaint of excessive freight charges,
and inability to secure settlement
of claims.

} Filed in office December 28, 1908.

Mr. Hunnicutt complained of his inability to secure settlement of claims, which he held against the defendant railway company, and that rates charged by said company on certain commodities, were excessive. Matter taken up with the superintendent of the company complained against and full explanation furnished complainant by him. A copy of his letter being sent to the Commission.

The Commission suggested to complainant that he follow the instructions given in the railroad company's letter to him, and advised that if he had occasion to further complain, the Commission would be pleased to further handle any complaint that he might see fit to file. No further response.

 FILE NO. 8530.

V. S. FERGUSON,
vs.

GULF LINE RAILWAY COMPANY.

} Unsafe condition of side track.
 Filed in office December 28, 1908.

Complainant complained that the defendant railroad company held at Pitts, Ga., several cars of lumber consigned to him at Bush, a station on defendant's line of road, and that said company refused to place the cars on siding at Bush, Ga., for the reason, as alleged by the railway company, that the siding in question was in an unsafe condition. This matter taken up with the company complained against and prompt delivery of cars secured and siding put in proper condition.

 FILE NO. 8531.

L. P. GAINES.

} Request that the railroad companies
 be allowed to lower rates on cord
 wood.
 Filed in office December 28, 1908.

The Commission advised Mr. Gaines that the rates prescribed by it were the maximum rates and that under general rule No. 3 of this Commission, railroad companies were left free to charge as much less than the maximum rates, fixed by it, as they might see fit, the only requirement being that where a less rate was given one shipper the same lessened rate must be extended uniformly to all, and that there was, therefore, no necessity to secure the permission of the Commission for the purpose indicated.

 FILE NO. 8532.

H. M. HANNA,

vs.

SOUTHERN EXPRESS COMPANY.

} Unreasonable rates.
 Filed in office December 28, 1908.

Complainant complained of the rates charged by the defendant company on packages from Cleveland, Ohio, and New York City, to Thomasville, Ga. The matter was taken up by the Commission with the defendant company and is still undergoing investigation.

 FILE NO. 8533.

RAMSEY-WHEELER COMPANY,

vs.

GEORGIA SOUTHERN & FLORIDA RAILWAY.

} Claim for overcharge.
 Filed in office December 30, 1908.

This was a claim for overcharge account excessive weight; claimant based their claim for overweight on the table of estimated weights prescribed by the Commission. The railroad company furnished sworn certificate of actual weight as ascertained by sworn weigher. The Commission advised the claimant that the actual weight should take precedence over the table of estimated weights, and unless it could be shown that the shipment did not actually weigh as charged for, the sworn certificate would control. No further response from claimants.

FILE NO. 8534.

SOUTHERN RAILWAY COMPANY.

} Petition for authority to revise rates
on bananas from Savannah and
Brunswick, Ga. to Augusta, Ga.

} Filed in office December 30, 1908.

The Southern Railway Company set out in its petition that the rate on bananas, in carloads, from Savannah and Brunswick, Ga., to Augusta, Ga., was 17 cents, while the rate from Charleston, S. C., to Augusta, Ga., was 19 cents per hundred pounds, and said company desired to publish same rates from Savannah and Brunswick as applicable from Charleston, S. C.

Copy of the petition was sent by the Commission to the Augusta Board of Trade, with request that it furnish the Commission with any objections that might be raised as to making the desired change, but no response was received from them.

Upon investigation, the Commission found that there was no movement of bananas, in carload lots, from Savannah and Brunswick, Ga., to Augusta, Ga., and all such movements originated at Charleston, and other ports to which the United Fruit Company's boats operated, Savannah and Brunswick, Ga., not being touched by the ships of said line. The authority prayed for was granted.

FILE NO. 8535.

CITIZENS OF OAKMAN, GA.,

vs.

LOUISVILLE & NASHVILLE RAILROAD CO.

} Petition for depot.

} Filed in office December 31, 1908.

This matter was handled with the railroad company which declined to provide the facilities desired at Oakman, Ga., upon the ground that the business offering at said point did not warrant it in so doing.

Commissioner Hillyer was appointed by the Commission to visit Oakman and make a personal inspection of the physical conditions obtaining at said point and of the necessity for depot facilities thereat. Upon consideration of his report the Commission ordered the Louisville & Nashville Railroad to submit blue print for such a depot building to be constructed at Oakman as would meet the demands of the shipping and traveling public at that point. The railroad company, in accordance with the terms of said order, submitted plans which were approved April 12th, and said company instructed to have facilities in line with said plans provided without delay.

FILE NO. 8536.

CITIZENS OF GARFIELD, GA.,

vs.

GEORGIA & FLORIDA RAILWAY.

} Placing cars for unloading.

} Filed in office December 31, 1908.

Various citizens of Garfield, Ga., complained that the Georgia & Florida Railway refused to place cars for unloading on side tracks located on its line in Garfield, Ga., which arrived over the line of the Savannah, Augusta & Northern

Railroad. This matter was taken up with the defendant railway company which contended that it should not be required to give up the use of its terminal facilities at Garfield to another line of road. The Commission ruled that while one railroad company could not be required to give up the use of its terminals maintained for the purpose of serving its own patrons, that it was required to accept from connections, and place, for unloading, cars intended for industries or other parties who had their own sidings. The defendant railway company, under protest, issued instructions to its agent to accept cars as set out in the decision of the Commission in this case, and said instructions removed all cause for complaint.

In addition to the contentions of the defendant railway company, above set out, to the effect that a compliance with the demands of petitioners in this case would mean the surrendering of its terminal facilities for the use of another line without its consent, etc., said defendant company contended that the switching rule of the Commission, namely, Freight Rule No. 23, did not apply, because the cars which it was desired placed reached Garfield, Ga., over another line of road than the line of the defendant company, or the one upon which placement was desired. The Commission, upon this point, ruled that its Freight Rule No. 23 was not confined to the placing of cars by the line over which same arrived at destination, but likewise required the placing of cars by connecting lines, where the service performed did not interfere with the prevailing legal rate between stations and where the distance covered was not greater than three miles.

FILE NO. 8537.

W. P. COWART,

vs.

STATENVILLE RAILWAY.

} Refusal to accept shipments.
 } Filed in office December 31, 1908.

Complainant complained that the defendant railway company refused to accept shipments of cross ties. Investigation by the Commission disclosed the fact that the railway company complained against was not engaged in business as a common carrier, and hence the Commission was without authority to require it to accept shipments, and complainant was so notified.

FILE NO. 8538.

W. T. BURKHALTER,

vs.

GEORGIA COAST & PIEDMONT RAILROAD
 AND WADLEY SOUTHERN RAILWAY Co.

} Passenger train service at Reidsville,
 } Ga.
 } Filed in office December 31, 1908.

Complainant complained that the trains of the defendant companies failed to make satisfactory connection at Reidsville, Ga. The matter was handled with the railway companies at interest, but no satisfactory disposition seeming practicable by correspondence, the Commission designated Commissioner Stevens to visit Reidsville, Ga., and make a personal inspection of the matters complained of. No disposition yet made.

FILE NO. 8539.

ROCK COMFORT LUMBER COMPANY,
vs.
 WRIGHTSVILLE & TENNILLE RAILROAD. } Claim for overcharge, account of over-weight.
 Filed in office January 2, 1909.

This claim was filed on account of alleged overcharge in weight on a shipment of lumber destined to Cincinnati, Ohio. Claimants based their claim for overcharge on the estimated weights prescribed by this Commission for lumber of the kind composing this shipment. The Commission advised the claimants that its rules of estimated weights could not be used on this shipment, as same was interstate and, therefore, subject to the regulations of the railroads filed with the Interstate Commerce Commission.

FILE NO. 8540.

GURLEYS DEPARTMENT STORE,
vs.
 ATLANTIC COAST LINE RAILROAD. } Claim for damage.
 Filed in office January 2, 1909.

These claims were filed account concealed damage to shipment—the damaged condition of goods not being noticed until same were unpacked. Claims taken up by the Commission, with the defendant company, and all of them satisfactorily disposed of.

FILE NO. 8541.

ROCK COMFORT LUMBER Co.,
vs.
 CENTRAL OF GEORGIA RAILWAY Co. } Claim for overcharge on interstate shipments.
 Filed in office January 2, 1909.

This claim had been declined by the railway company and claimants desired to file claim with the Interstate Commerce Commission and requested this Commission to furnish them with information as to the proper method of filing claims with the Interstate Commerce Commission. Desired information furnished January 14, 1909.

FILE NO. 8542.

PELHAM MANUFACTURING COMPANY,
vs.
 RAILWAY COMPANIES. } Uniform bill-lading.
 Filed in office January 2, 1909.

The complainants requested information relative to the requirements of the uniform bill-lading to become effective February 1, 1909, which had been approved by the Interstate Commerce Commission.

FILE NO. 8543.

WADLEY SOUTHERN RAILWAY Co. } Petition for authority to discontinue certain passenger train service.
 Filed in office January 2, 1909.

The petitioning company set out in its petition that on September 27, 1908, said company added to its passenger train service evening trains Nos. 3 and 8.

between Stillmore and Collins, Ga., and that the traveling public was not patronizing said trains sufficiently to warrant their continuance. It was further shown that no important connections were made by said trains at either Collins or Stillmore, Ga., and that the earnings of said trains were hardly more than 50 per cent. of the cost of operation.

Copy of the petition furnished the Mayor of Collins, and the Mayor of Stillmore, and on January 11th, the Hon. N. R. Youmans, Mayor of Stillmore, advised that he had submitted the matter to the citizens of Stillmore and found little opposition to the discontinuance of said trains. On January 14th, Hon. J. B. Kennedy, Mayor of Collins, advised that the citizens of his city had no serious objections to said discontinuance, but desired that the railway company have all railroad crossings and waterways in Collins put in proper condition.

The request of the railway company to discontinue said trains was granted and its attention directed to the crossings and waterways in the city of Collins. On January 18th, the general superintendent of the railway company advised that he would immediately take steps towards handling this matter with the Mayor of Collins and have a full understanding as to the work he desired to have done. No further response from either party.

FILE NO. 8544.

W. O. CONNOR,

vs.

SOUTHERN RAILWAY COMPANY.

} Claim for loss.

} Filed in office January 4, 1909.

Claimant requested information as to best way to pursue in collecting claims for goods lost in transit in order to avoid bringing suit in the courts. The Commission advised him to make out his claim, attaching bill-lading or certified copy thereof, and forward all papers to this office, or file same with the railroad company. No further response.

FILE NO. 8545.

ATLANTA MACHINE WORKS,

vs.

RAILWAY COMPANIES.

} Rates on iron castings.

} Filed in office January 4, 1909.

Complainants complained of the rates collected on iron castings. The Commission requested them to specify what item in the Classification they desired it to consider, in order that a more intelligent investigation could be made, but no further response received.

FILE NO. 8546.

E. A. FULTON,

vs.

HILTON & DODGE LUMBER Co.

} Alleged failure of defendant company
to observe rules and laws govern-
ing common carriers.

} Filed in office January 4, 1909.

Complainant complained that the defendant company operated a railroad between Belfast, Ga., and a point on the S. A. L. Ry., and was engaged in business as a common carrier. That said company failed to observe the laws and

RAILROAD COMMISSION OF GEORGIA.	} Drinking water on passenger coaches. Filed in office January 5, 1909.

"Informal complaint has been made to the Commission that some of the roads in the State fill their water coolers in passenger coaches with water taken from the water-tank on the engine. This information has been given the Commission by persons who say that they have seen more than once the porter go to the water-tank of the engine with an ordinary metal bucket, obtain a bucket of water, take it to the passenger coach and fill the water cooler.

"I feel sure that the officers of the railroads complained of are not aware of this practice, and I further feel that it is only necessary to call attention to the evil in order to have the same remedied.

The various railway companies acknowledged receipt of the above notice and advised that every effort would be used to provide, at all times, good, wholesome, drinking water on all passenger coaches. The Commission made it a part of the duties of the track inspectors of the Commission, to examine all water coolers on trains, and to keep the Commission posted as to the attention being paid this matter by the railway companies. A great improvement has been noticed in respect of this matter.

ROCK COMFORT LUMBER Co.,	}	Claim for overcharge on interstate
vs.		shipment.
CENTRAL OF GEORGIA RAILWAY Co.		Filed in office January 2, 1909.

Claimants requested information as to the procedure in filing claims with the Interstate Commerce Commission, and the desired information furnished on January 14, 1909.

FILE NO. 8549.

R. A. EATON,

vs.

ATLANTA NORTHERN RAILROAD.

} Re-locating stopping point on defendant's line of road.

} Filed in office January 5, 1909.

Various patrons of the defendant railway company petitioned said company not to remove passenger shed, or discontinue stopping its cars at Campbells, a station on said road. Copy of the petition, filed with the defendant railway company, was furnished to this office. Before the Commission had an opportunity to handle the matter, however, petitioners advised the Board that the railway company had satisfactorily adjusted the same by allowing the station to remain where it had always been.

FILE NO. 8550.

HUTCHINSON FURNITURE CO.,

vs.

CENTRAL OF GEORGIA RAILWAY CO.

} Claim for overcharge and damage.

} Filed in office January 5, 1909.

This was a claim, account of overcharge and damage to shipment of stoves. Paid January 9, 1909.

FILE NO. 8551.

CITIZENS OF SARGEANTS, GA.,

vs.

CENTRAL OF GEORGIA RAILWAY CO.

} Waiting room accommodations.

} Filed in office January 5, 1909.

Complainants complained that the defendant railway company failed to provide light and heat in waiting room at Sargeants, Ga. The matter handled with the railway company which advised on January 8th, that all cause for complaint would be removed. No further complaint received.

FILE NO. 8552.

FRED STRICKLAND,

vs.

SOUTHERN RAILWAY.

} Claim for overcharge.

} Filed in office January 6, 1909.

This was a claim for overcharge on carload of house-hold goods from St. Paul, S. C., to Gainesville, Ga. The Commission took the matter up with the defendant railway company and on February 1st, claimant requested return of all papers, as the railway company had informed him that it would settle his claim satisfactorily. Papers returned as requested and no further complaint received.

FILE NO. 8553.

HAZELHURST COTTON OIL CO.,

*vs.*ALTAMAHA NAVIGATION CO. AND WILCOX
& PHILLIPS BOAT LINE.

} Refusal to accept shipments.

} Filed in office January 6, 1909.

Complainants complained that the defendant companies, by reason of an agreement between them, refused to accept shipments for certain landings on the Altamaha and Ocmulgee rivers. The complainants were advised that one of the Commissioners would be sent to confer with them and go thoroughly over the matters complained of. No disposition yet made.

FILE NO. 8554.

T. W. HOWELL,

} Request for information.

} Filed in office January 7, 1909.

Mr. Howell requested the Commission to furnish him with a statement of class rates from Atlanta, Meigs, and Albany, Ga., and Jacksonville, Fla., to Sale City, Ga. Desired information furnished January 15th, together with all rules and regulations of the Commission.

FILE NO. 8555.

BAISDEN & COMPANY.

} Request for information.

} Filed in office January 7, 1909.

Balsden & Company requested the Commission to furnish them with a statement of class rates from Atlanta, Meigs, and Albany, Ga., and Jacksonville, Fla., to Sale City, Ga. Desired rates furnished January 15th, together with all rules and regulations of the Commission.

FILE NO. 8556.

E. PHILLIPS & SONS,

vs.

RAILWAY COMPANIES.

} Weights on shipments of cord wood.

} Filed in office January 9, 1909.

Complainants complained that the agents of the Southern Weighing & Inspection Bureau, at Columbus, Ga., were unreasonable in their demands as to the method of ascertaining weights of carload shipments of cord wood. Complaint taken up by the Commission with the several lines of railway converging at Columbus and on February 19th, complainants advised the Commission that they were no longer being treated unfairly in matters of this kind.

FILE NO. 8557.

GEORGIA COAST & PIEDMONT RAILROAD
COMPANY.

} Petition for authority to revise passenger tariffs.

} Filed in office January 9, 1909.

The petitioning railroad company requested authority to so receive its passenger tariffs as that penny change would be eliminated, said company desiring to make all fares end in 5 or 0 by charging amount nearest 5 or 0 obtained by

applying the authorized rate per mile for the actual distance traveled. The Commission declined to allow this petition, whereupon said company requested authority to make revision in its tariff by charging in all cases, the nearest amount ending in 5 or 0 below the actual mileage rate. Authority upon this basis was granted.

FILE NO. 8558.

O. A. SMITH ROOFING & CONTRACTING
COMPANY,
vs.

CENTRAL OF GEORGIA RAILWAY CO.

Refusal of defendant company to meet
rates of other lines.
Filed in office January 11, 1909.

This was a claim for overcharge, complainant contending that the Southern Railway Company published a rate of 70 cents per ton on the commodity shipped between the points the shipment moved, whereas the defendant company charged them 80 cents per ton. The following letter of the Commission, addressed to the complainants, January 14th, will explain the disposition of this claim:

"Replying to yours of January 9th, and returning all papers therewith enclosed. I beg to advise that railroad companies can not be required to observe a special rate between two points which is published by some other line. The special rate on gravel published by the Southern Railway, from Columbus to Atlanta can be required only of that company, the Central being authorized to charge its own rate where shipments are tendered it for transportation between these points. It appears from the papers that the short line mileage rate was applied, namely: \$12.00 per car of 30,000 pounds, which, as above set out, is correct."

FILE NO. 8559.

COLUMBUS SHOW CASE COMPANY,
vs.

SOUTHERN RAILWAY COMPANY.

Claim for overcharge.
Filed in office January 11, 1909.

This was a claim for overcharge made on a less than carload shipment of store fixtures from Augusta, Ga., to Columbus, Ga.; the fixtures not being packed, and there being no rate on LCL shipments of this commodity, not packed, the railway company charged for the transportation of same, carload rates, based on 12,000 pounds minimum. The Commission advised the claimants that had the shipper crated the fixtures the actual weight at the less than carload rate should have been applied, but since the shipper did not wrap or crate the shipment, the rate, as charged, was correct.

FILE NO. 8560.

SHELL BLUFF CANNING Co.,
vs.

SEABOARD AIR LINE RAILWAY Co.

Claim for shortage.
Filed in office January 11, 1909.

Investigation of the Commission not yet complete.

FILE NO. 8561.

C. L. DAVIS,

vs.

SEABOARD AIR LINE RAILWAY.

} Claim for lost baggage.
 } Filed in office January 11, 1909.

Claim taken up by the Commission with the defendant railroad company and said company on January 18th, advised that voucher was being issued, that day, to cover amount of the claim.

FILE NO. 8562.

CLARKESVILLE RAILWAY COMPANY.

} Freight rates.
 } Filed in office January 12, 1909.

The record in this case covers schedules of freight rates which the Clarkesville Railway Company desired to published and charge. This line being only about two miles in length and operating by gasoline engines, the Commission approved such special tariff of rates covering such special articles as said line would likely handle.

FILE NO. 8563.

CHARLES L. GLOVER,

vs.

ATLANTIC COAST LINE RAILROAD.

} Claim for overcharge.
 } Filed in office January 12, 1909.

This claim was filed account overcharge on shipment of machinery from Newnan, Ga., to Damascus, Ga., which moved via Montgomery, Ala. Claimant bases claim on combination via Central of Georgia to Cuthbert, Ga. and thence via the Georgia, Florida & Alabama Railway to Damascus, Ga. Under decisions of the Commission in similar cases heretofore, if no routing was specified by the shipper, the rate via the lowest combination is applicable, but if shipper specified routing via Montgomery, the shipment is interstate and beyond the control of the Commission. Investigation not yet complete.

FILE NO. 8564.

S. A. HUBBARD,

vs.

MACON, DUBLIN & SAVANNAH RAILWAY.)

} Excess baggage charge.
 } Filed in office January 13, 1909.

Complainant complained that the agent of the defendant railway company at Dublin, Ga., overcharged him on excess baggage. The matter was handled by the Commission with the defendant railway company, which replied that after investigation it was found that the facts complained of were true and that the only explanation they had to offer was the error of its agent. The railway company offered to refund the overcharge and gave full instructions to its agents for their future guidance. Complainant was furnished copy of defendant railway company's response and no further complaint received.

FILE NO. 8565.

SCHNEIDER MARBLE COMPANY,
vs.
 CENTRAL OF GEORGIA RAILWAY CO.

} Refusal by defendant company to accept shipments of marble at the released valuations.
 } Filed in office January 14, 1909.

Complainants complained that the defendant railway company refused to accept shipments of marble at the released valuation rate. On February 16th, the Commission addressed claimant the following letter, which will explain the handling and the disposition of this complaint:

"Referring again to the matter of your complaint relative to refusal of the railroad company to accept shipments of marble at the released valuation rate, I am instructed by the Commission to say that in answer to notice to show cause why your complaint should not be remedied, the Central of Georgia Railway Company has answered that your company has heretofore made shipments on the released valuation rate, but when shipments have been lost or damaged, claims have been entered upon a different basis of valuation from that agreed upon when freight rate was fixed. As you no doubt, know, the Commission has three different freight rates covering shipments of marble. The lowest rate is when the marble is released to a valuation of 20 cents per cubic foot. There is a rate somewhat higher than this where the valuation is released to \$5.00 per cubic foot, and still a higher rate where no valuation is specified. These several rates were made in order that shipper might elect to use whichever he desired, but of course, in choosing either one of said rates, he must in good faith carry out the conditions upon which the difference in rates was made."

FILE NO. 8566.

G. A. KELLEY,
vs.
 LOUISVILLE & NASHVILLE RAILROAD.

} Failure of agent to render proper freight bills.
 } Filed in office January 14, 1909.

Complainant complained that the agent of the defendant railroad company at Chatsworth, Ga., failed to comply with freight rule No. 2 of the Commission, requesting that all freight bills show the rate, weight and total charges of shipments, for which issued. Matter taken up with the defendant railway company, under said rule, and said company advised that the agent had been instructed to show on every expense bill rendered complainant, in future, all the information required by said rule. No further complaint.

FILE NO. 8567.

S. G. McLENDON, CHAIRMAN.

} Filed in office January 14, 1909.

This record covers investigations made by the Chairman of the Commission upon the subject of regulations governing express companies, and also as to the operation of such companies.

 FILE NO. 8568.

LEGG BRICK COMPANY,

vs.

WESTERN & ATLANTIC RAILROAD CO.

} Interstate rates on brick.

} Filed in office January 16, 1909.

Complainants complained of their inability to secure satisfactory rates on brick from their plant, located at Calhoun, Ga., to points in Alabama, Florida, South Carolina and other States. The matter taken up by the Commission with the defendant company and still having attention.

 FILE NO. 8569.

ALEXANDER MILLER,

*vs.*SOUTHERN BELL TELEPHONE AND TELE-
GRAPH COMPANY.

} Payment of charges in advance.

} Filed in office January 16, 1909.

Complainant complained that the defendant company required him to pay telephone rent in advance, and that he was charged \$2.25 for removal of his telephone from one building to another. Upon consideration of this complaint the Commission advised the complainant that the rules of the defendant company requiring payment of rent in advance, and also covering charges for removing telephones were not, in its opinion, unreasonable, and since said rules had been applied in the instance as complained of, no action was taken by the Commission in said matter.

 FILE NO. 8570.

B. C. SLOAN & Co.,

vs.

LOUISVILLE & NASHVILLE RAILROAD CO.

} Petition for side track.

} Filed in office January 19, 1909.

Petitioners desired a side track constructed to its iron mine in Bartow County by the defendant railway company. The railroad company contended that inability to secure good title to necessary land upon which to construct siding and through which it was necessary to pass in order to reach petitioners iron mine prevented it from providing the desired facilities. The matter was set down for a formal hearing before the Commission at which hearing all parties at interest were represented and an agreement satisfactory to all concerned was reached whereby the desired track was to be constructed.

 FILE NO. 8571.

C. J. HOLLINGSWORTH,

vs.

SOUTHERN RAILWAY COMPANY.

} Inefficient service by defendant's agent
at Cornelia, Ga.

} Filed in office January 19, 1909.

Complainant complained that the agent of the defendant railway company at Cornelia, Ga., refused to open ticket window until 15 minutes before the scheduled arrival of trains, and accordingly passengers did not have sufficient time to exchange mileage coupons for card tickets and to check baggage. Mat-

ter taken up by the Commission with the railway company, which advised, after investigation, that the facts complained of were true, and that the agent of the company at Cornelia, Ga., had been dismissed from the service of the railway company and a new agent installed, who had been thoroughly instructed as to his duties in this respect, as well as all others. No further complaint received.

FILE NO. 8572.

CITY DAIRY,

vs.

SOUTHERN EXPRESS COMPANY.

} Delay in returning empties.
 } Filed in office January 19, 1909.

Complainants complained that the Southern Express Company failed to return empty milk cans promptly and requested information as to express rates on milk. Copy of the Commission's Milk Tariff furnished complainants and matter of returning the empties taken up with the company complained against. On January 25th the Superintendent of the express company advised that he would see to it that no further cause for complaint on this score arose.

FILE NO. 8573.

SYDNEY CLARE,

vs.

ATLANTA, BIRMINGHAM & ATLANTIC
RAILROAD COMPANY.

} Claim for overcharge.
 } Filed in office January 19, 1909.

This was a claim for overcharge on shipment of household goods from Bon Air to Fitzgerald, Ga. The Commission handled the matter with the railway company, advising it of the amount of overcharge collected, and requested that prompt refund be made. Claim paid on January 26, 1909.

FILE NO. 8574.

GATE CITY COFFIN COMPANY,

vs.

SEABOARD AIR LINE AND LOUISVILLE &
NASHVILLE RAILROAD.

} Claims for penalty demurrage.
 } Filed in office January 20, 1909.

These claims filed account alleged delays in transit. Investigation of the Commission not yet complete.

FILE NO. 8575.

W. C. FAGLEE,

vs.

WADLEY SOUTHERN RAILWAY CO.

} Flag stop at Dates, Georgia.
 } Filed in office January 22, 1909.

Petitioner desired the defendant railway company to stop its trains at Dates, Ga., for the purpose of receiving and delivering freight. The matter was taken up with the railway company, and said company contended that Dates, Ga., was located on a heavy grade, which made it difficult to stop its trains at said point and further that the business offering at Dates, Ga., did not justify a flag stop.

After a thorough investigation, the Commission was of the opinion that request of the petitioner was not unreasonable, and said company promptly issued instructions making Dates flag stop for trains as desired by the petitioner.

FILE NO. 8576.

WILLIAM JOHNSON,

vs.

RAILWAY COMPANIES.

} Excess baggage rates.

} Filed in office January 22, 1909.

Complainant complained that the railway companies had increased rates on excess baggage, and requested information as to the correct current rates. Copy of the Excess Baggage tariff of the Commission, and rules governing same furnished complainant, and no further complaint received.

FILE NO. 8577.

T. W. McALLISTER,

vs.

SOUTHERN RAILWAY COMPANY.

} Petition for side track.

} Filed in office January 22, 1909.

Petitioner desired a side track at a point $1\frac{1}{2}$ miles west of Lavonia, Ga. The matter was taken up by the Commission with the defendant railway company which contended that the track desired would not serve any public demand but solely the personal demands of the petitioner, and that as the point at which track was desired was only $1\frac{1}{2}$ miles from Lavonia, at which last named point said company maintained adequate facilities, for the public use, to require said company to construct and maintain siding desired by the petitioner would be unreasonable. The Commission advised the petitioner of the contentions of the railway company and informed him that one of the Commissioners would call upon him for the purpose of making a personal investigation of the necessities of the desired facilities.

FILE NO. 8578.

S. V. JEFFORDS,

vs.

ATLANTIC COAST LINE RAILROAD.

} Petition for side track.

} Filed in office January 22, 1909.

Petitioner desired a side track at his mill, near Astoria, Ga., and advised that the railroad company had declined to construct same. The matter was taken up with said company and after considerable correspondence the desired track was constructed upon the usual terms, namely; the railroad company furnishing the iron and the party for whom side track was constructed, furnishing the ties and labor and doing all necessary grading.

FILE NO. 8579.

EDGEWOOD TRADING COMPANY,

vs.

SOUTHERN BELL TELEPHONE AND TELEGRAPH COMPANY.

} Inefficient telephone service.

} Filed in office January 23, 1909.

Complaint taken up with the defendant company with request that same have prompt attention, and all just cause for complaint removed. Complainants requested to advise the Commission if satisfactory disposition of their complaint was not made, but no further response received.

FILE NO. 8580.

J. J. VICKERS,

vs.

ATLANTA, BIRMINGHAM & ATLANTIC
RAILROAD COMPANY.

} Claim for overcharge.

} Filed in office January 25, 1909.

This claim was filed account of overcharge on shipment of wool from Nicholls, Ga. to Baltimore, Md. Matter handled with the railroad company and it was found that the overcharge of \$20.31 was collected on the shipment in question, which amount was promptly refunded to claimant.

FILE NO. 8581.

W. O. GIBSON,

vs.

ATLANTIC COAST LINE RAILROAD.

} Rate on potatoes from Folkston, Ga.
to Atlanta, Ga.

} Filed in office January 25, 1909.

Complainant complained of rate given him by the agent of the defendant company at Folkston, Ga., on potatoes from Florida points to Atlanta. The Commission furnished complainant information as to the correct rate and no further complaint received.

FILE NO. 8582.

NATIONAL LUMBER COMPANY,

vs.

SEABOARD AIR LINE RAILWAY.

} Special rates from Riceboro, Ga.
Filed in office January 25, 1909.

Complainants complained that the defendant company published no through rates on lumber from Riceboro, Ga., and that in consequence, they were required to pay local rates on all lumber shipped from their mill at that point to the nearest common or basing point, which complainants contended was unjust discrimination against them in that said company published through rates from other mill points. This matter was taken up with the defendant railway company and is still having attention.

FILE NO. 8583.

CHULA, GA..

vs.

GEORGIA SOUTHERN & FLORIDA RAILWAY
COMPANY.

} Petition for depot.

} Filed in office January 25, 1909.

This matter was taken up by the Commission with the defendant railway company, and on March 17th, petitioner advised the Commission that the railway company had agreed to provide the desired depot facilities, and requested that the Commission take no further action in the premises.

 FILE NO. 8584.

M. L. WORRELL,
vs.

SOUTHERN RAILWAY COMPANY.

} Impure water used in depot and shops
 at Rome, Ga.

} Filed in office January 25, 1909.

Complainant stated that the Southern Railway Company was preparing to supply its water tanks at Rome by pumping water from the Etowah river at a point just below where twelve sewers emptied into said river, and that he was informed the water to be used in railway company's depot and shops at Rome would be taken from the tank filled as above set out. The Commission promptly took the matter up with the defendant railway company and on February 1st, complainant advised the Commission that said railway company had, since the filing of his complaint, made arrangements to secure water from the City of Rome for use in its depot, and that water from the tank complained of would be used only in the shops of the railway company.

 FILE NO. 8585.

E. L. BLEDSOE,

vs.

**FITZGERALD, OCILLA AND BROXTON RAIL-
 ROAD COMPANY.**

} Claim for loss.

} Filed in office January 25, 1909.

This claim was filed account lost shipment from Baltimore, Md. consigned to the claimant at Broxton, Ga. Matter taken up with the railway company, which advised that claim would be promptly handled direct with the claimant and disposed of as promptly as possible.

 FILE NO. 8586.

G. W. GARNER,

vs.

SOUTHERN RAILWAY COMPANY.

} Claim for damage.

} Filed in office January 25, 1909.

This was a claim for damage in transit to shipment of a refrigerator. The matter was taken up with the railway company, and on February 6th, said company wrote the Commission that as they held receipt for delivery in good order, they declined to admit of liability on said claim. The Commission advised complainant that it had no jurisdiction over claims for damage, but in its desire, always, to serve any citizen of the State in matters of this kind, as well as all others, the Commission, always handled such claims in an informal way with the railroad companies and after exhausting its efforts in this fashion, claimants only recourse, if they desired to pursue claim further, would be by suit in the courts.

 FILE NO. 8587.

T. P. RHODES, SCOTLAND, GA.

} Claim for damage.

} Filed in office January 26, 1909.

The record in this case covers delay in the transportation of car of water-

melons from Scotland, Ga., to Chicago, Ill. Mr. Rhodes forwarded all papers covering this claim to this office with the request that same be taken up with the Interstate Commerce Commission. This, the Commission did and on February 9th, the Interstate Commerce Commission returned all papers, with the advice that claimants only recourse was a suit in the courts. All papers returned to the complainant with the letter of the Interstate Commerce Commission.

FILE NO. 8588.

WAXELBAUM PRODUCE CO.,

vs.

ATLANTA, BIRMINGHAM & ATLANTIC
RAILROAD COMPANY.

} Peddler car service.

} Filed in office January 27, 1909.

Complainants complained that the defendant railroad company allowed peddling of bananas from cars on its line, and as a consequence complainants were prevented from selling bananas at stations on said line of road. This matter was taken up with the defendant railway company, which replied that no privilege of the kind complained of was allowed. The Commission furnished copy of response of the railroad company to complainants and requested them to specify some particular instance of the kind complained of, but no further response received from them.

FILE NO. 8589.

WESTERN & ATLANTIC RAILROAD CO.

} Petition for authority to increase rates
on brick.

} Filed in office January 28, 1909.

The petitioning company requested authority to revise its rates on brick, applicable from local stations on its line of road to Atlanta, Ga. Copy of the petition furnished to manufacturers of brick at the various points to be affected and the matter set down for a formal hearing before the Commission on February 11th and all parties so notified. Said formal hearing was held, at which time, the railroad companies and the various manufacturers and shippers of brick interested were present.

Upon consideration of the evidence and arguments submitted the Commission declined to grant the petition of the railway company.

FILE NO. 8590.

W. E. SMITH,

vs.

SEABOARD AIR LINE RAILWAY CO.

} Placing cars for unloading.

} Filed in office January 28, 1909

Complainant complained that the defendant railway company refused to place cars for unloading by him on a certain side track at Cordele, Ga. The defendant railway company admitted the facts complained of, but contended that the track upon which the complainant desired car placed was a part of the facilities

maintained by the said company for service of the compress company at Cordele, and to place cars on said track for complainant would necessitate the placing of cars at the same place for others who might demand it. Complainant contended that the track in question, adjoined his property and that he was entitled to its use upon this account, as well as for the reason that cars had been placed on said track for others therefore. As to this last contention, coming as to title of the property which complainant contended he owned, it was shown that a suit on this point was pending in the courts, at that time.

Complainant further complained that the defendant railway company was holding a car of lumber consigned to him on its yards at Cordele, which car the defendant railway company had refused to place on the track in question, and in consequence complainant had refused to accept same, and said defendant railway company now refused to deliver this lumber except upon the payment of demurrage charges.

The Commission after a formal hearing and upon consideration of the evidence and arguments submitted, was of the opinion that the defendant railway company should not be required to place cars on the compress track for unloading by complainant, but that said defendant railway company should deliver the car in question to the complainant without the collection of demurrage charges, and that complainant should accept same without demanding any penalty demurrage, and it was so ordered.

FILE NO. 8591.

CONTINENTAL GIN COMPANY,

vs.

CENTRAL OF GEORGIA RAILWAY CO.

} Claim for refund of demurrage.
 } Filed in office January 28, 1909.

This was a claim for refund of demurrage collected, account delay by claimant unloading car of lumber at Atlanta which was shipped from Tallahassee, Fla. Claimants based their claim upon the ground that the weather was inclement during free time for unloading, and hence they claimed additional free time. The Commission advised them that while under its rules, claimants would have been entitled to 48 hours free time during such weather as would render unloading practicable, yet, inasmuch as the shipment was of an interstate character, its rules could not be applied; that under the rules of the railway companies filed with the Interstate Commerce Commission, covering the unloading of interstate shipments, additional free time was only allowed where the condition of the weather was such as to unload goods, damage thereto would result; and as a slight rain would not damage lumber in being unloaded from open cars, under the rules applicable on this shipment, the charges were properly assessed.

FILE NO. 8592.

J. S. BYROM & SONS.

} Express rates over the Atlanta, Birmingham and Atlantic Railroad.
 } Filed in office January 29, 1909.

These people forwarded to the Commission copy of express tariff furnished them by the Southern Express Company, and requested that the Commission have same checked and advise them as to the correctness of said tariff. A careful check made, and tariff found to be correct, and same was returned to Messrs. J. S. Byrom and Sons, with advice to that effect.

FILE NO. 8593.

SAVANNAH VALLEY RAILROAD CO.

PETITION:

Petition for authority to issue stocks and bonds.

Filed in office January 29, 1909.

To the Hon. S. G. McLendon, Chairman, H. Warner Hill, O. B. Stevens, Fuller Callaway and George Hillyer, composing the Railroad Commission of the State of Georgia:

The petition of Savannah Valley Railroad Company respectfully shows:

On the 28th day of July, 1908, the Hon. Phillip Cook, Secretary of the State of Georgia, granted to petitioner a charter to build a railroad from Garnett, in Screven County, to Sylvania, in said county, a distance of about fourteen miles. On the 12th day of December, 1908, said Secretary of State issued to petitioner an amendment to said charter, authorizing the extension of its road from Sylvania, in Screven County, to Egypt, in Effingham County, a distance of about twenty-three miles. The termini of said road are Garnett, in Screven County and Egypt, in Effingham County. The route is from Garnett to Sylvania, from Sylvania to Williamson's and from Williamson's to Egypt in Effingham County. The actual length of the main line of said railroad is thirty-seven miles. There will be no double tracking. The approximate length of its side track will be about two and one-half miles. The gauge of the tracks will be four feet, eight and one-half inches. The maximum grade is 3 per cent. The maximum degree of curvature is six degrees. The width of the right-of-way is fifty and thirty feet, the greater portion being fifty feet. With the exception of the right-of-way through the corporate limits of Sylvania, there is very little of the thirty-foot width. The cost of the right-of-way is five hundred dollars (\$500) per mile.

At the time of the granting of the charter, the beginning of said road was at a point known as Garnett, Ga. Since the granting of the charter the name of the post-office of Garnett has been changed to Millhaven, Ga.

Mr. E. T. Comer owns the sixteen thousand acres of land surrounding Millhaven. This point is about the center of the tract of land, and is located on Brier Creek. Mr. Comer purchased this property about the year 1905, and began its development. There has been a store at this point for a number of years. In addition to the store, there is now an oil mill and ginnery; the plant costing about forty thousand dollars (\$40,000). Mr. Comer has spent a considerable amount of money in clearing and improving the land, and Millhaven is now the principal business and distributing point in the entire section of Screven County above Sylvania, the lower edge of Burke County and even a part of Jenkins County. Among other enterprises that have been started by Mr. Comer is that of stock raising, he having purchased in and brought from Texas be-

tween five hundred and a thousand head of Hereford cattle. Millhaven is about ten miles from the Savannah river, fourteen miles from Sylvania, the county-seat of Screven County; about twenty miles from Millen, the county-seat of Jenkins County, and about twenty-five miles from Waynesboro, the county-seat of Burke County.

Egypt, the terminal in Effingham County is a village of about five hundred inhabitants. This point is on the main line of the Central of Georgia Railroad Company's road and is forty miles from Savannah. At this point there are four mercantile establishments, a large sawmill plant owned by the Foy Lumber Company.

The grounds that have been purchased by petitioner up to this time, with the exception of the right-of-way consist of a site thirty by one hundred and sixty feet at a point about five miles below Sylvania, where petitioner intends to establish its first station south of Sylvania, and seven lots numbering thirty-four to forty, both inclusive, in the city of Sylvania that have been purchased for a depot site. These lots cover about two acres of ground, and cost fifteen hundred dollars (\$1,500). The other site was included in the right-of-way. The other stations to be established between Millhaven and Egypt have not been definitely decided upon. There will be a station at Sylvania, the county-seat of Screven County. Sylvania has about a thousand inhabitants, fifteen general stores, two drug stores, and a jewelry store, two banks, a cotton oil mill plant, costing about forty thousand dollars (\$40,000), two livery stables, bottling works, one newspaper, a thirty-thousand dollar hotel and several smaller hotels, a concrete plant, three planing mills, besides other industries.

Petitioner has purchased and is using, on its main line, fifty-six pound rail. It has bought up two roads, known as the Sylvania Lumber Company, from Daffin, in Screven County to Millhaven in said county, and the road of the Foy Lumber Company, in Effingham County, extending to Williamson's in Screven County. The rail on these roads is thirty-five and forty pound. Petitioner is at present, on a trade that will exchange the thirty-five and forty-pound rail for fifty-six-pound rail, and the exchange will be made as early as possible.

So far, petitioner has purchased only two engines, one at a cost of thirty-six hundred dollars (\$3,600) the other being included in the purchase, by petitioner, of the Foy Lumber Company's road. This engine is worth about two thousand dollars (\$2,000).

It has not been definitely determined whether the repair and machine shop will be at one of the terminals or at Sylvania. If located at Sylvania, it will be upon the two acres of land above described.

The amount of cubic yards of excavations and embankments already constructed between Beaver Dam and Millhaven is sixty-seven thousand (67,000) yards, from Williamson's to Lewis's Crossing one hundred and twenty-five thousand (125,000) yards, and, estimating from the work already done, there will be between Egypt and Williamson's to bring the road up to the average or standard of a new road, eighty-five thousand (85,000) yards. From Lewis's Crossing to Beaver Dam there will be twenty-five thousand (25,000) yards. The greater portion of this last has been completed, a total of three hundred and two thousand (302,000) yards.

Petitioner is unable to give a description of its station buildings, because none have yet been erected.

There will be several bridges, pile and lumber construction, from twenty-five to nine hundred feet in length. The first main bridge is at Millhaven, crossing Brier Creek. It is from five to fifteen feet in height, and is five hundred feet in length. The next, crossing Beaver Dam Creek, is seven feet in height and is nine hundred feet long. §

Petitioner first contemplated the construction of a road from Garnett, now Millhaven, to Sylvania, and supposed it could be constructed for fifty thousand dollars (\$50,000), by purchasing from the Sylvania Lumber Company, its road from Daffin, in Screven County, to Hilton's Mill, a line of road about ten miles in length, at three thousand dollars (\$3,000) a mile. Daffin is a station on the line of road of the Central of Georgia Railway Company, which road runs from Sylvania to Rocky Ford, being a station on the line of the Central of Georgia Railway Company. Daffin is about three miles from Sylvania. Afterwards it was decided to leave the line of road of Sylvania Lumber Company at a point four miles above Sylvania, and regrade and construct on a more direct course into Sylvania, thus necessitating a greater cost and greatly improving the line of road.

About this time Foy Lumber Company offered to sell to petitioner its road from Egypt, in Effingham County, to Williamson's, a point six miles below Sylvania, a line of road seventeen miles in length. This road was built within the last three or four years, was practically new, was a good road, on a direct line from Sylvania to Egypt, and was offered to petitioner at five thousand dollars (\$5,000) a mile. The stockholders later decided to extend from Sylvania to Egypt, to purchase these two lines of road at the above cost, to capitalize the road at two hundred and fifty thousand dollars (\$250,000), and to issue one hundred and twenty-five thousand dollars (\$125,000) of bonds, to be secured by first mortgage on entire property of petitioner, these bonds to bear five per cent. interest, interest to be payable semi-annually after January 1, 1910, said bonds being non-interest bearing up to that time. Two hundred and twenty thousand dollars (\$220,000) have been actually paid in. The rail and ties have been bought and paid for. There is no outstanding indebtedness, except for current bills for construction not yet due. A total amount of two hundred and twenty thousand dollars (\$220,000) of stocks and bonds has been subscribed. The other thirty thousand dollars (\$30,000), one-half, each of stocks and bonds, petitioner will be able to place with the present or new subscribers. One hundred and eighteen thousand dollars (\$118,000) has been subscribed by Foy Lumber Company, forty-eight thousand dollars (\$48,000) by Comer Trading Company and forty-eight thousand dollars (\$48,000) by Sylvania Lumber Company, corporations chartered under the laws of the State of Georgia.

The stock to be issued shall be common stock, one-half of the actual cost of the road, and the bonds to be issued shall cover the other one-half of the actual cost of the road. The bonds to be issued shall be twenty-year, five-per cent. coupon bonds, in denominations of not less than five hundred dollars (\$500), interest to be paid the first of January and the first of July of each year. These

bonds are to be secured by a first mortgage on all the property of petitioner. This mortgage, or deed of trust, is to contain such terms, stipulations, covenants and agreements as are usually incorporated in a railroad mortgage, and as the president and directors may think usual, needful and proper for the purpose of securing the bondholders and of making the bonds salable. Said mortgage shall also contain a provision authorizing the company to anticipate, take up, pay off and discharge said bonds at any time that the board of directors may mature and call in any of same, upon giving ten days notice in the newspaper in Screven County, in which the sheriff's sales are advertised. After the expiration of said date said bonds shall cease to bear interest, and the coupons, after the then current coupon shall become void.

Hereto is attached a copy of mortgage or deed of trust, which will secure the bonds to be issued.

It is not practicable for petitioner to set out in further detail how the capital to be secured by the issue of said stocks and bonds is to be put. Petitioner hopes, however, to build the road and put it in operation for the said sum of two hundred and fifty thousand dollars (\$250,000), but it has been understood among all of the stockholders that if the road can not be built and put in operation for said amount, an increase in the issue of the stocks and bonds might be made.

The largest stockholders, to-wit, Comer Trading Company, Sylvania Lumber Company and Foy Lumber Company, have agreed to raise any necessary additional amount, in the same ratio that the amount of stock held by each of said corporations shall bear. In such event, petitioner will issue to said corporations, at par value, one-half of the funds so raised in stock and the other half in bonds.

Hereto is attached a copy of the petition of the E. T. Comer, et al., for a charter for Savannah Valley Railroad Company, filed with the Secretary of State on the.....day.....of..... 1908, also a copy of the charter issued by the Secretary of State, dated July 28, 1908; also a copy of the certificate of the Secretary of State, amending said charter, dated December 12, 1908; also a copy of the minutes of the meeting of the stockholders and directors of Savannah Valley Railroad Company, in which are fully shown that petitioner has fully complied with the law on regulating the issuing of stocks and bonds by railroad companies.

Petitioner is ready to make report of its actings and doings under this petition and relating to the issue of said stocks and bonds, as the Commission may require.

Wherefore, petitioner prays that such order be passed as to this Commission may seem mete and proper, fixing a time and place for the hearing of this application at as early a date as is practical, and that, after due hearing, petitioner be given permission to issue one hundred and twenty-five thousand dollars (\$125,000) of stock and one hundred and twenty-five thousand dollars (\$125,000) of bonds, as hereinbefore set out.

E. K. OVERSTREET,

SAVANNAH VALLEY RAILROAD CO.,

Attorney for Savannah Valley Railroad Co. By:
State of Georgia, Screven County.

E. T. COMER,
Its President.

I, E. T. Comer, President of Savannah Valley Railroad Company, swear that the facts and information set out in the foregoing petition are true.

E. T. COMER.

Sworn to and subscribed before me,

This 20th day of January, 1909.

ALBERT L. POTTER,

J. P. 34th G. M. Dist.,

Screven County, Ga.

The Commission issued preliminary order setting petition down for a formal hearing, and prescribing newspaper notices which petitioners were required to make, giving them leave to amend their petition as the circumstances might require.

On March 31st, the petitioner, amended the original petition, as set out in the following:

"To The Honorable S. G. McLendon, Chairman, H. Warner Hill, O. B. Stevens, C. M. Candler and George Hillyer, composing the Railroad Commission of Georgia:"

The Savannah Valley Railroad Company amends its petition heretofore filed with said Commission to be allowed to issue stock and bonds, and respectfully shows:

FIRST. That, as stated in the original petition, the president and directors of the Savannah Valley Railway Company were of the opinion that they could build and equip the road for the sum of two hundred and fifty thousand dollars (\$250,000); that they have since found that it would take at least two hundred and seventy-five thousand dollars (\$275,000) to build and equip said road; that since the building of said road, the stockholders have decided to request an issue of two hundred and seventy-five thousand dollars (\$275,000) in bonds and fifty thousand dollars (\$50,000) in stock, instead of one hundred and twenty-five thousand dollars (\$125,000) of each, as formerly requested, and that the bonds desired to be secured by a first mortgage on all of the property of the Savannah Valley Railroad Company, and to be ten-year instead of twenty-year bonds, said bonds to bear interest at five per cent. payable semi-annually on the 15th of April and the 15th of October of each year, the coupon covering the first interest payment to mature April 15, 1910; that the actual cost of the Savannah Valley Railroad will exceed two hundred and seventy-five thousand dollars (\$275,000), the whole amount of which has been justly and equitably expended in building said road; that it will be necessary to have an issue of stock in order to insure the proper management and control of said road; that the stockholders have passed a proper resolution rescinding its former action providing for an issue of one hundred and twenty-five thousand dollars (\$125,000), each of stock and bonds, and providing for fifty thousand dollars (50,000), of stock and two hundred and seventy-five thousand dollars (\$275,000) in bonds.

SECOND. That hereto attached is a resolution passed by the stockholders of the Savannah Valley Railroad Company on the 24th day of March, 1909, at a

meeting held for that purpose, of which meeting due and proper legal notice was given to all stockholders, and at which meeting all of the stock was represented, which resolution was unanimously adopted; that hereto is also attached a copy of the mortgage to be issued by the Savannah Valley Railroad Company, securing said bonds, in which is set out a copy of the form of bonds to be issued.

Wherefore, the Savannah Valley Railroad Company prays:

First. That this its amendment be allowed.

Second. That a proper and necessary order be passed by the Railroad Commission of Georgia, allowing the Savannah Valley Railroad Company to issue fifty thousand dollars (\$50,000) of stock and two hundred and seventy-five thousand dollars (\$275,000) of ten-year, five per cent. interest, bearing bonds to be secured by a first mortgage on the entire property, as before set out.

THE SAVANNAH VALLEY RAILROAD CO.,

E. K. OVERSTREET,

By:

E. T. COMER,

Attorney for the Savannah Valley Railroad Company.

Its President.

State of Georgia, Screven County:

I, E. T. Comer, swear that I am president of the Savannah Valley Railroad Company and that the facts and information set out in the foregoing amended petition are true.

E. T. COMER.

Sworn to and subscribed before me,

March 26, 1909.

JACK C. REDDICK,

Clerk Superior Court,

Screven County, Georgia.

ORDER:

IN RE: Application of Savannah Valley Railroad Company for authority to issue stocks and bonds.

The above entitled matter coming on to be heard, and it appearing that the petitioning company has complied with all the rules of this Commission and the law governing applications for authority to issue stock and bonds, and the Commission having held such hearings and examined such witnesses, papers and documents, and made such other investigations as were deemed advisable and necessary, and it being shown that the issues of stock and bonds prayed for are necessary in the proper conduct of petitioners business, said issues are hereby approved, and it is now,

ORDERED: That the Savannah Valley Railroad Company be, and said company is hereby authorized to make, execute and issue the following securities: Fifty thousand dollars (\$50,000), common capital stock; two hundred seventy-five thousand dollars (\$275,000) mortgage bonds, bearing interest at the rate of five per cent. (5%) per annum, payable in ten years, in manner and form as prayed for and set forth in its said petition, and for the purposes as therein stated.

ORDERED FURTHER: That the said Savannah Valley Railroad Company make report to this Commission within 90 days from this date showing in detail what disposition has been made of the stock and bonds herein authorized

to be issued, and if disposition is not made within that time, said company shall regularly each ninety days thereafter make such report. But this duty rests upon said Savannah Valley Railroad Company alone, and it is not incumbent upon the purchasers or takers of said stock or bonds to see that this provision of this order is complied with.

BY ORDER OF THE BOARD:

CAMPBELL WALLACE,
Secretary.

S. G. McLENDON,
Chairman.

FILE NO. 8594.

E. C. MILLER,

vs.

ATLANTIC COAST LINE RAILROAD.

} Inability to secure rate information.
} Filed in office February 1, 1909.

Complainant complained that he was unable to secure rate information from the defendant railroad company. Complaint taken up with the company complained against and the general freight agent of said company promptly furnished information as to the rates desired, and advised that such instructions would be given in this matter as would result in complainant being promptly furnished with all such information, in future, as he might desire.

FILE NO. 8595.

H. G. HASTINGS & Co.

} Request for information as to collec-
} tion of claims against railway com-
} panies.
} Filed in office February 1, 1909.

Desired information furnished with advice that if they would send papers covering their claims to this office, the Commission would be glad to take same up with the railway companies and assist them in every way it could in securing settlements. No further response.

FILE NO. 8596.

DINKINS, DAVIDSON HARDWARE Co.,

vs.

CENTRAL OF GEORGIA RAILWAY Co.

} Claim for overcharge.
} Filed in office February 1, 1909.

This was a claim for overcharge on shipment of hoe handles from Oconee, Ga. to Atlanta, Ga. The railway company collected charges on basis of rating carried on "HANDLES, NOS." or third-class, upon the ground that no specific rating was provided for hoe handles. On February 9, 1909, the Commission addressed the railway company the following letter, which will explain its ruling as to the proper rate applicable to this shipment:

"Enclosed herewith bill of lading and expense bill covering car of hoe handles, Oconee, Ga. to Atlanta, Ga. This matter has been handled with the Southern Weighing & Inspection Bureau, and I note from letter of Mr. F. E. Bozeman, District Manager, file 366, it appears that he declined to recommend any reduction of charges.

In my opinion, this shipment should take six-class rate, and that for the fol-

lowing reason: You will note under classification of this Commission governing agricultural implements, "plow handles and other wood in shape for implements, boxed, crated or bundled" take fifth-class when in less carloads and in carloads take sixth-class, as per the first item in our classification. These hoe handles are "wood in shape for implements" and they were as indicated by the bill of lading "bundled." Of course, there is no question that hoe handles are wood shaped ready for agricultural implements.

Will you not kindly have this matter given such attention as will bring about prompt adjustment on this basis, or show cause why such disposition should not be made of claim."

The railway company declined to settle on basis outlined in above letter, but signified its willingness to settle on basis of local rate on "HANDLES, NOS" Oconee to Beach Hill, Ga., and thence special rate of 20 cents per hundred pounds to Atlanta, Ga., this basis being only \$1.20 higher than the basis set out in letter of the Commission. Claimants declined to accept settlement on said basis and the Commission on April 15th, issued an order formally notifying the defendant railway company of the overcharge as set out in its letter of February 2, 1909, and giving said company 30 days within which to make reparation by refunding said amount. On April 19th, claimants advised the Commission that full payment of claim had been made.

FILE NO. 8597.

CITIZENS OF CASS STATION, GA.,

vs.

WESTERN & ATLANTIC RAILROAD CO.

Depot facilities and flag stop.

Filed in office February 2, 1909.

The people of Cass Station, Ga., complained to the Commission that the Western & Atlantic Railroad Company failed to maintain adequate depot accommodations at said point and that said town was without sufficient passenger train service. The matter was handled by the Commission with the defendant railway company and on March 15th, said company advised that material had been ordered for necessary change in the depot building, as would suit the demands of the shipping and traveling public at Cass Station, Ga., and that orders had been given to stop passenger trains Nos. 92 and 93 at that point, when to take on or put off passengers destined beyond and coming from beyond Kingston, Ga. This information was furnished complainants with request that they advise the Commission if the improved depot facilities and passenger train accommodations did not meet the demands of the public interested, but no further response received.

FILE NO. 8598.

BRUNSWICK PLANING MILL COMPANY,

vs.

SOUTHERN RAILWAY COMPANY.

Switching charges at Brunswick.

Filed in office February 3, 1909.

Complainants advised the Commission that they had been informed that it was the purpose of the defendant railway company to increase its rates for switching, or local transportation service, at Brunswick, Ga. The matter was taken

up with the defendant railway company, by the Commission, and on February 12th, said company advised that it had sent a representative to Brunswick who had conferred with complainants and that efforts were being made to meet the complainants' views. The Commission advised the complainant that it would take no action pending negotiations between themselves and the railroad company. No further communications from complainants received.

FILE NO. 8599.

CITIZENS OF JESUP, GEORGIA,

vs.

SOUTHERN RAILWAY COMPANY AND ATLANTIC COAST LINE RAILROAD.

} Freight rates.

} Filed in office February 3, 1909.

The citizens of Jesup, Ga., petitioned the Commission to require the railroad companies entering said town to publish similar rates to and from that point as obtained to and from other towns, which petitioners contended were similarly situated. The matter was taken up with the railway companies at interest, and on February 13th, said companies advised the Commission that representatives of the lines at interest had visited Jesup, Ga., and had had a satisfactory conference with petitioners as to the matters complained of. The Commission advised petitioners of this statement and requested that they communicate with the Board further if they had occasion to do so, but no further response received.

FILE NO. 8600.

B. B. BRASWELL,

vs.

SOUTHERN RAILWAY COMPANY.

} Lack of comfortable waiting rooms in depot at Gainesville, Ga.

} Filed in office February 3, 1909.

Complainant complained that the defendant railway company failed to have fires in its depot waiting rooms at Gainesville, oftentimes when the weather was sufficiently cold to warrant same. The matter taken up by the Commission with the railway company and on February 15th, said company advised that such instructions had been given as would remove cause of similar complaints in future. Complainant so advised, and no further complaint received.

FILE NO. 8601.

L. E. KEY,

vs.

ATLANTA BAGGAGE & CAB CO.

} Delay in delivering baggage.

} Filed in office February 3, 1909.

This matter was taken up with the defendant company, which company requested information as to the address of the complainant for the purpose of securing from him particulars as to the cause of this complaint. No address or other information, as to where complainant could be reached was furnished with his complaint, except same was written on a letter head of the Majestic Hotel, Atlanta, Ga. The defendant company was requested, however, to give attention to the matters complained of.

 FILE NO. 8602.

HIRAM MULLINS,
vs.

WRIGHTSVILLE & TENNILLE RAILROAD.

} Passenger fare paid on trains.
} Filed in office February 3, 1909.

Complainant advised the Commission, that on January 14th, he went to the depot of the defendant company at Dublin, Ga., for the purpose of taking defendant's train to Cadwell; that he reached the depot just as the conductor was signalling "Train-Ahead;" that this being the train which complainant desired to use he asked the conductor to wait until he could purchase a ticket; that conductor refused to wait and when complainant offered cash fare on the train, conductor declined to accept anything short of 4 cents per mile, and that as complainant refused to pay said rate, the conductor stopped the train and ejected him.

Complainant requested information as to the legal right of the conductor in the action complained of. The Commission furnished him with copy of Passenger Rule 2, which covers cases of this kind and no further response received.

 FILE NO. 8603.

S. C. HOGE,

vs.

SAVANNAH VALLEY RAILROAD.

} Physical connection at Daffn, Ga., between the tracks of the Sylvania & Girard Railroad and the Savannah Valley Railroad.

} Filed in office February 3, 1909.

 FILE NO. 8604.

F. J. COOLEIDGE *et al.*,

vs.

GEORGIA RAILROAD COMPANY.

} Alleged increase in rates on milk.
} Filed in office February 3, 1909.

Complainant complained that the defendant company had withdrawn certain special rates on milk from local stations on its line to Atlanta, Ga., and had established a different basis for such rates, which had the effect of increasing the same. The matter was taken up with the defendant railway company, which contended that the new rates were more advantageous than the ones formerly in effect. A copy of the new schedule was furnished the complainant together with advice as to the contentions of the railroad company, and complainant requested to write the Commission further if he had anything else to submit. No further response.

 FILE NO. 8605.

FLINT RIVER SPUR, GA.,

vs.

CENTRAL OF GEORGIA RAILWAY CO.

} Petition for flag stop.
} Filed in office February 4, 1909.

This was a petition filed by various citizens residing in the vicinity of Flint River Spur, Ga., for a flag stop at that point of Central of Georgia Railway Company's trains Nos. 5 and 6. The Commission handled the matter with the

defendant railway company and on March 1st, the General Manager of said company advised that orders had been issued for trains Nos. 5 and 6 to stop at Flint River Spur, when flagged.

FILE NO. 8606.

ALTAMAHA BRICK AND TILE CO.,	}	Inability to secure cars. Filed in office February 4, 1909.
<i>vs.</i>		
CENTRAL OF GEORGIA RAILWAY CO.		

Complainants complained that they had been endeavoring for some time to secure eight cars for loading at Brickstone, Ga., a station on the defendant's line of road, but without success. The matter was taken up with the railroad company and the desired equipment promptly furnished. No further complaint.

FILE NO. 8607.

SPARKS WESTERN RAILWAY CO.	}	Petition for authority to issue stock and bonds. Filed in office February 8, 1909.

This case is still pending. The petitioners having been directed by the Commission to re-draw its petition, after the form furnished by the Board.

FILE NO. 8608.

JONES FURNITURE COMPANY,	}	Claim for goods destroyed by fire. Filed in office February 8, 1909.
<i>vs.</i>		
ATLANTIC COAST LINE RAILROAD.		

This was a claim for two organs destroyed by fire, while in the possession of the railroad company. Claim taken up with the defendant railroad company and on February 13th, the Superintendent of Insurance of the Atlantic Coast Line Railroad, authorized claimants to draw on it for full amount of claim.

FILE NO. 8609.

GEORGIA HYDRAULIC STONE CO.,	}	Claim for overcharge. Filed in office February 8, 1909.
<i>vs.</i>		
GEORGIA RAILROAD COMPANY.		

This claim was taken up with the defendant railroad company, which advised on February 13th that voucher was issuing that day in full settlement of the claim

FILE NO. 8610.

COLUMBUS BOARD OF TRADE,	}	Classification, waters, aerated, etc. Filed in office February 9, 1909.
<i>vs.</i>		
RAILWAY COMPANIES.		

After due notice given the various railway companies and after formal hearings, the Commission, upon consideration of this matter, adopted sixth-class for waters, aerated, in carload lots and fourth-class when in less than carload lots.

FILE NO. 8611.

DAYTON HALE, JR.,
vs.

MACON & BIRMINGHAM RAILWAY CO.

Failure to make connection at Harris City, Ga., and lack of ice water on trains.

Filed in office February 8, 1909.

Complainant complained that the Macon & Birmingham Railway Company's train on February 5th, failed to make connection with the Central of Georgia Railway Company at Harris City due to the time consumed by the engine of said M. & B. train at LaGrange in switching cars; and also complained that there was no ice water on said trains.

These matters taken up with the defendant railway company and said company made full and prompt response, stating that on the date referred to the switching service performed by the engine in question at LaGrange, Ga., was necessary in order to make up said train, it being a mixed train, but that arrangements had been perfected with the Atlanta & West Point Railroad by which, in the future, delays due to this cause would be avoided.

As to the lack of drinking water the defendant railway company admitted the complaint and stated that in future this necessity would be provided. Complainant so advised and no further complaint received.

FILE NO. 8612.

PELHAM, GA.,

vs.

RAILWAY COMPANIES.

Freight rates.

Filed in office February 9, 1909.

Citizens of Pelham, Ga. advised the Commission that they thought they were entitled to the same freight rates enjoyed by Moultrie, Thomasville and Boston, Ga. The Commission took the matter up with the railway companies interested but on February 25th, the people of Pelham advised the Commission that negotiations were pending which they thought would result in an amicable understanding.

FILE NO. 8613.

STUBBS LUMBER COMPANY,

vs.

SOUTHERN RAILWAY COMPANY.

Claim for overcharge and refund of demurrage.

Filed in office February 9, 1909.

This claim was filed account of alleged overcharge in freight rate and improper collection of demurrage charges on shipment of wood from Dexter, Ga. to Marietta, Ga. Investigation not yet completed.

FILE NO. 8614.

SAVANNAH WOODENWARE CO.,

vs.

SEABOARD AIR LINE RAILWAY CO.

Claims.

Filed in office February 9, 1909.

The record in this case covers several claims against the defendant railway company, investigations of which have not as yet been completed.

FILE NO. 8615.

HAHIRA, GA.,

vs.

GEORGIA SOUTHERN & FLORIDA RAILWAY.

} Petition for flag stop.

} Filed in office February 10, 1909.

The citizens of Hahira, Ga., petitioned the Commission to require the Georgia, Southern & Florida Railway Company to establish a flag stop at that point for passenger train No. 4. The matter was taken up with the railway company, and on March 1st, the petitioners advised the Commission that the desired flag stop had been secured.

FILE NO. 8616.

CITIZENS OF MONTICELLO, GA.,

vs.

CENTRAL OF GEORGIA RAILWAY CO., AND
GEORGIA RAILROAD COMPANY.} Petition for additional passenger train
service.

} Filed in office February 11, 1909.

This was a petition, filed by the citizens of Monticello, Jasper County, Ga., with the Commission, for such change in the schedules of the defendant railway companies' trains as would enable the petitioners to leave home in the forenoon and come to Atlanta, and return home same day. Petitioners complained that under the schedules then in effect they could not visit Atlanta without being required to stay over night in said city.

This matter was taken up with the defendant railway companies with request that they enter into negotiations looking to the desired change. The petition was filed with the Commission on February 11th and on February 19th, the railway companies advised that arrangements had been made whereby connections would be brought about at Madison, with trains, which would enable the petitioners to come to Atlanta in the forenoon, but no means were provided for returning same day. The Commission, again, took the matter up with the railway companies and suggested that necessary change be made in the times of departure of the trains of both of said companies at Athens, Atlanta and other points necessary, which would lead to the desired accommodation. The railway companies, again, entered into negotiations which resulted in the complete change desired, which became effective on March 15th.

This improved service required change in time of arrival and departure of the trains of the railway companies named at Atlanta, Athens, Augusta, Macon, Union Point, Social Circle, Barnett, Washington, Ga., and other points.

FILE NO. 8617.

W. B. HOLLINGSWORTH,

vs.

SOUTHERN RAILWAY COMPANY.

} Passenger train service.

} Filed in office February 12, 1909.

This is a complaint of various patrons of the Atlanta & Florida division of the Southern Railway Company, account alleged insufficient passenger train service, the investigation of which is not as yet complete.

FILE NO. 8618.

BULLOCH OIL MILLS,

*vs.*SAVANNAH & STATESBORO AND CENTRAL
OF GEORGIA RAILWAY CO.} Switching at Statesboro, Ga.
} Filed in office February 12, 1909.

Complainants complained that the Savannah & Statesboro Railway Company refused to place for unloading by the complainants on their side track, cars arriving at Statesboro over the line of the Central of Georgia Railway Company, upon account, so complainants were informed, of the refusal of said Central of Georgia Railway Company to furnish the Savannah & Statesboro Railway with the name of the consignor of the shipments. The matter taken up by the Commission with the railway companies named and same was promptly adjusted satisfactorily to the complainants.

FILE NO. 8619.

JERU JOHNSON,

*vs.*ATLANTA, BIRMINGHAM & ATLANTIC
RAILROAD COMPANY.} Claim for overcharge.
} Filed in office February 12, 1909.

This was a claim for overcharge on shipment of two trunks filled with merchandise from Hurst, Ga. to Baxley, Ga. The Commission advised the railway company of the amount of the excess charge collected and requested prompt refund, which was made March 11, 1909.

FILE NO. 8620.

DAVID WHIDDON,

vs.

GEORGIA SOUTHERN & FLORIDA RAILWAY.

} Refusal to accept shipments.
} Filed in office February 12, 1909.

Mr. Whiddon complained that the freight conductor of the defendant railway company refused to accept a shipment of household goods, which he desired to ship from Chula, Ga., a flag station on the defendant's road to Dooling, Ga., upon the grounds, as he was informed, that the said conductor was without information as to where Dooling was located. This matter was taken up with the defendant railway company and on February 27th, said company advised that necessary instructions had been given its conductors to handle this shipment and no further complaint was received.

FILE NO. 8621.

POWELL BROTHERS,

vs.

MACON & BIRMINGHAM RAILWAY CO.

} Claim for loss.
} Filed in office February 13, 1909.

This claim is filed for loss in transit of shipment of clothing—investigation not completed.

FILE NO. 8622.

TIMES-ENTERPRISE PUBLISHING Co.,

vs.

CENTRAL OF GEORGIA RAILWAY Co.

} Rate on printing press.

} Filed in office February 15, 1909.

Complainants complained that the Central of Georgia Railway Company had presented a bill to them for alleged undercharge on shipment of printing presses shipped from Thomasville, to Atlanta, Ga., weighing 13,000 pounds, the railway company contending that the charges should be assessed on basis of third-class, actual weight for the reason that the Classification of the Commission on printing presses, provided third-class, without specifying whether CL or LCL. The Commission ruled that the charges should have been assessed on basis of sixth-class, minimum 20,000 pounds, as its classification specifically provided for machinery, NOS., CL sixth-class, and the railway company was so advised.

FILE NO. 8623.

CRAWFORD & CRAWFORD,

vs.

SEABOARD AIR LINE RAILWAY.

} Claims.

} Filed in office February 16, 1909.

Investigation of these claims, by the Commission, has not as yet been completed.

FILE NO. 8624.

C. T. LATIMER,

vs.

GEORGIA & FLORIDA RAILWAY.

} Weight of carload shipments of lumber from station where there are no track scales.

} Filed in office February 16, 1909.

Complainant complained that the defendant railway company assessed charges on all carload shipments of lumber from local stations on its line, where no track scales were located, based on an arbitrary weight of 48,000 pounds per car, regardless as to the actual weight thereof. The Commission took up with the defendant railway company, this complaint, and called attention to its rule requiring that all freight charges shall be assessed upon actual weight where actual weight can be ascertained; and that upon shipments originating at points at which there are no track scales, but which pass track scales in transit, said cars must be weighed at said points and charges assessed on actual weight. The defendant railway company advised that proper instructions had been given to its agents, to this effect, and no further complaint received.

FILE NO. 8625.

J. L. BOYD,

vs.

SOUTHERN RAILWAY COMPANY.

} Claim for loss.

} Filed in office February 17, 1909.

This claim was filed account of lost shipment of dry goods from Lynchburg, Va. to claimant at Waynesboro, Ga.—investigation of the Commission not as yet completed.

FILE NO. 8626.

C. B. PEEPLES,

vs.

ATLANTIC COAST LINE RAILROAD.

} Transportation of paint and linseed oil.
 } Filed in office February 17, 1909.

Complainant complained that the defendant railroad company refused to accept for transportation, shipments of paint and linseed oil, because of alleged inflammable nature of these commodities. The Commission took the matter up with the defendant railroad company and advised that such articles were not of such a nature as to render transportation thereof unsafe, and requested prompt removal of cause for complaint along this line. The railway company promptly replied that said commodities are not considered inflammable and that immediate attention would be given to the complaint.

FILE NO. 8627.

PIERPONT MANUFACTURING CO.,

vs.

RAILWAY COMPANIES.

} Rates on logs.
 } Filed in office February 17, 1909.

The Pierpont Manufacturing Company petitioned the Commission to require the railway companies, entering Savannah, to publish rates on logs from certain points to said city, on basis of Class P minimum carload 40,000 pounds. Formal hearing held on this petition April 8th, at which petitioner and the various railway companies interested were present. Matter not yet disposed of.

FILE NO. 8628.

GEORGIA PINE MFG. COMPANY,

vs.

WESTERN & ATLANTIC RAILROAD CO.

} Claim for refund of trackage charge.
 } Filed in office February 19, 1909.

These people claimed refund of \$2.00 collected by the defendant railway company as trackage or switching charge, which the defendant company claimed it was required to pay the line at Atlanta which delivered said car to it. The claimant claimed that the switching should have been performed without charge. Upon investigation, however, the Commission found that upon arrival of the car at Atlanta, consignee ordered the Central of Georgia Railway Company, the delivering line, to place same for unloading on team track and that said placement was actually accomplished; that subsequent thereto, car was ordered delivered to the Western & Atlantic Railroad Company to be forwarded (re-shipped) to Kennesaw, Ga.

The Commission ruled that as the railway company is required to perform trackage in placing cars only once to the same shipment without charge, and as that service had been performed in this instance, the charge as collected was properly collected, inasmuch as that covered service incidental to the reshipment of the car. Claimants were so advised.

FILE NO. 8629.

SOUTHERN MFG. COMPANY,

vs.

GAINESVILLE MIDLAND RAILWAY CO.

} Claim for overcharge.

} Filed in office February 20, 1909.

The Southern Manufacturing Company shipped 20 bags of what they claimed was sizing for factories, but upon which the railway company assessed freight charges as if the commodity shipped was starch. The Commission secured a sample of the commodity in question and ruled that same should properly take the rating provided for sizing for factories, as contended for by claimants, and directed the railroad company to refund charges on this basis, which was done.

FILE NO. 8630.

S. Y. HENDERSON, F. C. A.,

Gulf Line Railway.

} Request for information as to proper
rating to apply on articles not specifically provided for in the Commissioners classification.

} Filed in office February 20, 1909.

The Commission advised that in such cases it was proper to apply Southern Classification, if said classification specifically covered the articles in question, otherwise, under rules of the Commission, it was proper to assess charges upon basis of classification provided for articles most analagous to the one being shipped.

FILE NO. 8631.

GEORGIA AGRICULTURAL WORKS,

vs.

CENTRAL OF GEORGIA RAILWAY CO.

} Claim for overcharge.

} Filed in office February 20, 1909.

The following letter of the Commission to the Railroad Company under date of February 22, 1909, will explain the nature of this claim:

"The Georgia Agricultural Works, Fort Valley, Ga., have forwarded to the Commission papers in their claim against your company, account shipment of gin machinery Fort Valley to Carrollton, your C-48815-K. It appears that this shipment weighed 15,900 pounds, and that 13,000 pounds was loaded in one car and 2,900 in another car. It further appears that your company contends that freight charges should be assessed on the car containing 13,000 pounds at the carload rate for 20,000 pounds, and the remainder of the shipment charged at carload rate per 100 pounds based on actual weight.

Under our rules the total charges on this shipment should not exceed \$58.00 or the carload rate of 29 cents applied to the carload weight provided for machinery, namely, 20,000 pounds. This method figures a smaller total charge than the LCL rate at actual weight, and under our rule No. 14, shipper is entitled to the lowest rate whether that be the carload rate applied to the weight provided for the commodity shipped, or LCL at actual weight. I am, therefore, sending you all papers with the request that you have refund voucher promptly issued to cover any amount collected in excess of the \$48.00. Please let us hear from you promptly."

On February 24th, the defendant railroad company replied contending that inasmuch as claimant ordered a large car, which it was unable to furnish, and in consequence two cars were furnished and used, said company thought it should be allowed to collect charges on basis of the minimum carload weight for the car which was filled and in addition the carload rate, per hundred pounds, on that portion of the shipment loaded in the second car.

The Commission ruled that the charge should have been assessed and collected on basis of the carload rate, per hundred pounds, applied to the minimum carload weight, regardless of the number of cars required to transport same, as the shipment was tendered by the shipper at one time, and consigned to the same consignee at the same place, and on February 27th, the Commission issued an order requesting refund made on this basis. On March 4th, the defendant railway company advised that refund in line with the order of the Commission, had been made.

FILE NO. 8632.

E. D. SLEDGE,

vs.

SOUTHERN RAILWAY COMPANY.

} **Claims.**

} Filed in office February 20, 1909.

Investigation of these claims, by the Commission, not as yet completed.

FILE NO. 8633.

B. R. NAIL,

vs.

CENTRAL OF GEORGIA RAILWAY CO.

} **Claim for overcharge.**

} Filed in office February 22, 1909.

This was a claim for overcharge on a shipment of lumber from Cobbtown, Ga., to Savannah, Ga. The Commission took the matter up with the defendant railway company, advising it of the amount of overcharge collected and requested prompt refund; same was made March 24th, 1909.

FILE NO. 8634.

CHAS. N. STERN,

vs.

CENTRAL OF GEORGIA RAILWAY CO.

} **Claim for refund of unused return trip**
 } **ticket from Savannah to San Francisco, Cal.**

} Filed in office February 22, 1909.

FILE NO. 8635.

ATLANTA, BIRMINGHAM & ATLANTIC
RAILROAD COMPANY.

} **Petition for authority to establish, ex-**
 } **perimentally, flag stop for passen-**
 } **ger trains Nos. 23 and 24 at a**
 } **point 4.7 miles west of LaGrange**
 } **and 2 miles east of Pyne with au-**
 } **thority to discontinue stopping**
 } **trains at said point if conditions**
 } **did not warrant a continuance for**
 } **so doing.**

} Filed in office February 23, 1909.

Authority prayed for, granted February 24, 1909.

FILE NO. 8636.

J. N. CARTER Co.,
vs.

ATLANTIC COAST LINE RAILROAD.

} Delayed shipments.
 Filed in office February 23, 1909.

Complainants complained that the defendant railroad company failed to furnish prompt transportation of shipments from their fertilizer factory at Meigs, Ga. to certain local stations on defendant's line. Complaint handled with the railroad company, which advised on February 22nd, that the shipments then on hand, which complainants desired moved, had been forwarded and that no further cause for complaints of this kind would be allowed to arise.

FILE NO. 8637.

LIVINGSTON HDW. & FURNITURE Co.,
vs.

CENTRAL OF GEORGIA RAILWAY Co.

} Claims growing out of interstate shipments.

} Filed in office February 23, 1909.

The Commission advised the claimants that it had no jurisdiction over interstate shipments, but that if claimants would send papers, covering their claims, to this office, the Board would take pleasure in handling same informally with the railroad company and in doing anything it could towards bringing about a satisfactory disposition of same. No further response.

FILE NO. 8638.

A. MONTGOMERY,
vs.

RAILWAY COMPANIES.

} Classification of coca-cola.
 Filed in office February 24, 1909.

After due notice to the various railway companies and shippers interested, and upon consideration of the evidence and arguments submitted at a formal hearing of this matter, held on April 8th, the Commission adopted 4th class CL and 6th class LCL on coca-cola; empties to be returned at sixth-class when in carloads and one-half of sixth-class when in less than carloads.

FILE NO. 8639.

SOUTHERN RAILWAY COMPANY.

} Petition for authority to change agency station at Adams Park, Ga. from collect to prepay.
 Filed in office February 24, 1909.

A copy of the petition sent to the Postmaster at Adams Park, Ga., with request that the Commission be advised of any objections to the change desired by the railway company, but no response received. Upon investigation, it developed that there were only two white families living at Adams Park and that the railway company could not find a suitable agent to accept said agency; the authority to change said agency, as above set out, was, therefore, granted.

FILE NO. 8640.

GOVERNOR HOKE SMITH.

} Rates from Georgia ports to interior
points.

} Filed in office February 22, 1909.

On February 22nd, Governor Hoke Smith addressed a communication to the Commission, calling attention to rates from the ports of Georgia to interior points, and also calling attention to other transportation questions. Said communication was referred by the Commission to a committee consisting of Commissioners Hill and Hillyer and Rate Expert Montgomery, for investigation and report to the full board; subsequent to the receipt of said communication, formal petitions were filed involving several of the same questions referred to in the Governor's letter, and the Commission thereupon took no action on said communication, pending disposition of the formal petitions referred to.

FILE NO. 8641.

MARK W. JOHNSON,

vs.

SOUTHERN RAILWAY COMPANY.

} Complaint of delay in the transportation and delivery of shipment of seed from Norcross, Ga., to Atlanta, Ga.

} Filed in office February 23, 1909.

FILE NO. 8642.

AMERICAN LUMBER & EXPORT Co.,

vs.

SOUTHERN RAILWAY COMPANY.

} Claim for penalty demurrage.

} Filed in office February 24, 1909.

Defendant railway company declined to admit of liability on this claim and the Commission returned all papers to claimants with advice that as the Commission had no authority to order such claims paid, their only recourse would be a suit in the courts.

FILE NO. 8643.

T. E. SULLIVAN,

vs.

SEABOARD AIR LINE RAILWAY.

} Refusal by agent to accept shipment until he could secure information as to rate.

} Filed in office February 24, 1909.

Complainant complained that the agent of the defendant railway company at Groveland, Ga., refused to accept shipment destined to a point beyond the line of said defendant's road, until he could secure information from the officials of his company as to correct rate applicable thereon. Complainant stated that said agent gave as his reason for such refusal that the Railroad Commission required this to be done. Commission advised the complainant that it had no such rule, but on the contrary it was the duty of railroad companies, under its rules, to promptly receive, receipt for and forward to destination, all shipments offered, which were in proper shape for transportation. No further complaint.

FILE NO. 8644.

CARTERSVILLE, GA.,

vs.

WESTERN & ATLANTIC RAILROAD CO.

Public road crossing.

Filed in office February 24, 1909.

This was a petition that the Commission request the railway company to improve said railroad crossing at Cartersville, in Bartow County, Ga. The Commission advised the petitioners that matters of this kind did not come within its jurisdiction, but took the same up with the railway company, requesting it to make all reasonable improvements needed.

FILE NO. 8645.

FARMINGTON, GA.,

vs.

SOUTHERN EXPRESS COMPANY.

Petition for express agency.

Filed in office February 25, 1909.

This matter was taken up by the Commission with the Southern Express Company and on March 26th, said company advised the Commission that equipment supplies and tariffs for office at Farmington, Ga., had been ordered and as soon as same were received, an agency would be established at said point.

FILE NO. 8646.

MOWER-HOBART COMPANY.

vs.

SEABOARD AIR LINE RAILWAY.

Refusal to accept shipments of household goods "released."

Filed in office February 25, 1909.

Complainants made inquiry as to the rights of the railway company to refuse to accept interstate shipments of household goods, when shipper desired to ship same released. The Commission advised that railway companies were not required to accept less than carload shipments of household goods unless the freight charges were prepaid or guaranteed, and took this matter up with the railroad company, developing that the shipper in this case was not in Atlanta, the point of shipment, and hence the defendant railway company could not secure his signature to a released bill-lading and used 1½ times first class.

As the shipment in question was destined to New York City, the Commission returned all papers to complainants, as it appeared that the rules of the railway companies governing interstate shipments as filed with the Interstate Commerce Commission had been followed in this case, and as the matter was beyond the control of this office—advised them to this effect.

FILE NO. 8647.

COVINGTON, GA.,

vs.

RAILROAD COMPANIES.

Freight rates.

Filed in office February 25, 1909.

The citizens of Covington, Ga., addressed a communication to the Commission, stating that they desired a readjustment of freight rates to Covington, Ga., on basis of rates applicable to other cities, which they considered were similarly situated. The Commission furnished petitioners with full information and statement of class rates applicable to Covington, Ga., as compared with rates

to Social Circle, Madison, Machen and Griffin, together with full information upon the questions set out in their complaint, advising them of the readiness and willingness of the Commission to supply any additional information that it could. No further response.

FILE NO. 8648.

S. S. PARMELE Co.,
vs.
RAILWAY COMPANIES.

} Classification of gigs and sulkies.
 } Filed in office February 25, 1909.

Petitioners desired the Commission to adopt same classification on gigs and sulkies, KD., LCL., as applicable on buggies, when so shipped. Investigation of the Commission not as yet completed.

FILE NO. 8649.

HOFMAYER DRY GOODS Co.,
vs.
RAILWAY COMPANIES.

} Rates from Albany, Ga. to Florida
 } points.

} Filed in office February 25, 1909.

Complainants complained that the Atlantic Coast Line and the Central of Georgia Railway Company refused to accept shipments from Albany, Ga., destined to local stations on the Seaboard Air Line in Florida, alleging as a reason therefor that the Seaboard Air Line Railway refused to accept same for final delivery at junctions between their respective lines in Florida. The matter taken up by the Commission with the defendant railway companies at interest, and on April 6th all lines had agreed to publish rates from Albany, Ga., to said Florida points, regardless as to which line originated the business at Albany, Ga.

FILE NO. 8650.

GEO. W. SEAY,
vs.
SOUTHERN RAILWAY COMPANY AND TAL-
LULAH FALLS RAILWAY.

} Claim for overcharge.
 } Filed in office February 26, 1909.

Mr. Seay complained that on a carload shipment of telephone poles from Otto, N. C., to Atlanta, Ga., he was charged \$182.40, whereas before making said shipment he made inquiry of the agent of the Tallulah Falls Railway, the originating line, as to the rate applicable and was advised that same would be \$15.00 per car 30,000 pounds, Otto to Cornelia, Ga., and \$12.00 per car of 25,000 pounds from Cornelia, to Atlanta, Ga.

Claimant made shipment relying upon this quotation, but upon arrival of the car at Atlanta, the Southern Railway Company, the delivering line, raised the rate from the basis above named, which was the rate inserted in the bill-lading, to the through rate published on 6th class, from Otto to Atlanta, as of file with the Interstate Commerce Commission. The Commission took the matter up with the railway companies at interest and the Southern Railway contended that as there was no published rate on telephone poles from Otto, N. C., to Atlanta, Ga., and as such shipment was of an interstate character, under the rules of the Interstate Commerce Commission, the class rates appli-

cable would have to be applied, but that if shippers would pay the 6th class rate and file claim for overcharge based on the combination above referred to, the said company would petition the Interstate Commerce Commission for authority to make reparation on said basis, and said company would, further, publish through rates on telephone poles from Otto, N. C., to Atlanta, Ga., based on said combination. Claimant was advised and claim and rate now being handled accordingly.

FILE NO. 8651.

J. W. ROSEBOUGH,

vs.

ATLANTA, BIRMINGHAM & ATLANTIC
RAILROAD COMPANY.

Clergyman's permit.

Filed in office February 26, 1909.

This was a complaint against the defendant company, account number of coupons lifted by conductor of said company between certain stations on its line. Claim taken up with the defendant railroad company and on April 13th, claimant advised that the said company had settled the larger of his claims and was handling the other.

FILE NO. 8652.

PANOLA LIGHT & POWER CO.

Petition for authority to issue stock
and bonds.

Filed in office February 27, 1909.

After due notice and formal hearings, the Commission on March 29th, granted authority to the petitioning company to issue \$25,000.00 additional capital stock, and mortgage bonds, bearing interest at the rate of 6 per cent. per annum, in the amount of \$25,000.00.

The following is the law under which the Railroad Commission was created, being Act No. 269, Part 1, Title 12 of the Acts and Resolutions of the General Assembly of the State of Georgia, 1878-1879:

AN ACT.

To provide for the regulation of railroad freight and passenger tariffs, and the location and building of passenger and freight depots in this State; to prevent unjust discrimination in the rates charged for transportation of passengers and freights, and to prohibit railroad companies, corporations, and lessees in this State from charging other than just and reasonable rates, and to punish the same, and to prescribe a mode of procedure and rules of evidence in relation thereto, and to appoint Commissioners, and to prescribe their powers and duties in relation to the same.

WHEREAS, It is made the duty of the General Assembly, in article 4, paragraph 2, and section 1 of the Constitution, to pass laws, from time to time, to regulate freight and passenger tariffs; to prohibit unjust discrimination on the various railroads of this State, and to prohibit railroads from charging other than just and reasonable rates, and enforce the same by adequate penalties; therefore,

Commissioners,
appointment,
term
and salary.

SECTION I. *Be it enacted by the General Assembly of Georgia*, That there shall be three Commissioners, appointed by the Governor, with the advice and consent of the Senate, to carry out the provisions of this Act, of whom one shall be of experience in the law, and one of experience in the railway business. After the expiration of the terms of the office of the Commissioners first appointed, the term of office of successors shall be six years; but, at the first appointment, one Commissioner shall be appointed for two years, one for four years, and one for six years. The salary of each Commissioner shall be twenty-five hundred dollars, to be paid from the Treasury of the State. Any Commissioner may be suspended from office by order of the Governor, who shall report the fact of such suspension, and the reasons therefor, to the next General Assembly, and if a majority of each branch of the General Assembly declare that said Commissioner shall be removed from office, his term of office shall expire. The Governor shall have the same power to fill vacancies in the office of Commissioner as to fill other vacancies, and if, for any reason, said Commissioners are not appointed during the present session of the General Assembly, the Governor shall appoint them thereafter, and report to the next Senate, but the time until then shall not be counted as part of the term of office of said Commissioners, respectively, as herein provided. Said Commissioners shall take an oath of office, to be framed by the Governor, and shall not, jointly or severally, or in any way, be the holders of any railroad stock or bonds, or be the agent or employee of any railroad company, or have any interest in any way in any railroad, and shall so continue during the term of office; and in case any Commis-

sioner becomes disqualified in any way, he shall at once remove the disqualifications or resign, and on failure so to do, he must be suspended from office by the Governor, and dealt with as hereinafter provided. In any case of suspension the Governor may fill the vacancy until the suspended Commissioner is restored or removed.

SEC. II. That said Commissioner shall be furnished with an office, necessary furniture and stationery, and may employ a Secretary or Clerk at a salary of eighteen hundred dollars at the expense of the State. The office of said Commissioners shall be kept in Atlanta, and all sums of money authorized to be paid by this Act out of the State Treasury shall be paid only on the order of the Governor; *Provided*, That the total sum to be expended by said Commissioners for office rent, furniture and stationery shall, in no case, exceed the sum of eight hundred (\$800) dollars, or so much thereof as may be necessary, per annum.

Location of office, employment of Secretary, expenses, etc.

SEC. III. That from and after the passage of this Act, if any railroad corporation, organized or doing business in this State, under any Act of incorporation or general law of this State now in force, or which may hereafter be enacted, or any railroad corporation organized, or which may hereafter be organized under the laws of any other State, and doing business in this State, shall charge, collect, demand or receive more than a fair and reasonable rate of toll or compensation for the transportation of passengers or freight of any description, or for the use and transportation of any railroad car upon its track, or any of its branches thereof, or upon any railroad within this State which it has the right, license, or permission to use, operate or control, the same shall be deemed guilty of extortion, and, upon conviction thereof, shall be dealt with as hereinafter provided.

Extortion by railroads forbidden.

SEC. IV. That if any railroad corporation as aforesaid shall make any unjust discrimination in its rates or charges of toll or compensation for the transportation of passengers or freights of any description, or for the use and transportation of any railroad car upon said road, or upon any of the branches thereof, or upon any railroads connected therewith, which it has the right, license or permission to operate, control or use, within this State, the same shall be deemed guilty of having violated the provisions of this Act, and, upon conviction thereof, shall be dealt with as hereinafter provided.

Unjust discrimination forbidden.

SEC. V. That the Commissioners appointed, as hereinbefore provided, shall, as provided in the next section of this Act, make reasonable and just rates or freight and passenger tariffs, to be observed by all railroad companies doing business in this State on the railroads thereof; shall make reasonable and just rules and regulations, to be observed by all railroad companies doing business in this State, as to charges at any and all points, for the necessary handling and delivering of freights; shall make such just and reasonable rules and regulations as may be necessary for preventing unjust discriminations in the transportations of freight and passengers on the railroads in this State; shall have the power to make just and reasonable joint rates for all connecting railroads doing business in this State, as to all traffic or business passing from one of said roads to another, and to require the location of such depots, and the establishment of such freight and passenger buildings, as the condition of the road,

Duty of commissioners.

the safety of freight and the public comfort may require; *Provided, however,* That before applying joint rates to roads that are not under the management and control of one and the same company, the Commissioners shall give thirty days' notice to said roads of the joint rate contemplated, and of its division between said roads, and give hearing to roads desiring to object to the same; shall make reasonable and just rates of charges for use of railroad cars carrying any and all kinds of freight and passengers on said railroad, no matter by whom owned or carried; and shall make just and reasonable rules and regulations, to be observed by said railroad companies on said railroads, to prevent the giving or paying of any rebate or *bonus*, directly or indirectly, and from misleading or deceiving the public in any manner as to the real rates charged for freight and passengers; *Provided,* That nothing in this Act contained shall be taken as in any manner abridging or controlling the rates for freight charges by any railroad company in this State for carrying freight which comes from or goes beyond the boundaries of the State, and on which freight less than local rates on any railroad carrying the same are charged by such railroad, but said railroad companies shall possess the same power and right to charge such rates for carrying such freights as they possessed before the passage of this Act; and said Commissioners shall have full power by rules and regulations to designate and fix the difference in rates of freight and passenger transportation, to be allowed for longer and shorter distances on the same or different railroads, and to ascertain what shall be the limits of longer and shorter distances.

Commissioners shall make schedule of rates, publish same, etc.

SEC. VI. That the said Railroad Commissioners are hereby authorized and required to make for each of the railroad corporations doing business in this State, as soon as practicable, a schedule of just and reasonable rates of charges for the transportation of passengers and freights and cars on each of said railroads; and said schedule shall, in suits brought against any such railroad corporations wherein is involved the charges of any such railroad corporation for the transportation of any passenger or freight or cars, or unjust discrimination in relation thereto, be deemed and taken in all courts of this State as sufficient evidence that the rates therein fixed are just and reasonable rates of charges for the transportation of passengers and freights and cars upon the railroads; and said Commissions shall, from time to time, and as often as circumstances may require, change and revise said schedules. [When any schedule shall have been made or revised, as aforesaid, it shall be the duty of said Commissioners to cause publication thereof to be made for one time in some public newspaper published in the cities of Atlanta, Augusta, Albany, Savannah, Macon, Rome, Athens, Americus and Columbus, in this State, at a rate not to exceed fifty cents per square of usual advertising space when less than a column is occupied, or more than twelve dollars per column when as much space as a column or more is occupied, by inserting said schedule or change of any schedule, so that said newspaper shall not charge for such advertising any rate in excess of that allowed for county legal advertising; and after the same shall be so published, it shall be the duty of all such railroad companies to post at all their respective stations, in a conspicuous place, a copy of said schedule for the protection of the people; *Provided,* That when any rate or change is made by the Commissioners that affects only one road or roads in a particular locality,

the insertion need only be made in the paper published in one of the cities named nearest where the change is made (Act 27th September, 1883); *Provided*, That the schedules thus prepared shall not be taken as evidence, as herein provided, until schedules shall have been prepared and published as aforesaid, for all the railroad companies now organized under the laws of this State, or that may be organized at the time of said publication. All such schedules, purporting to be printed and published as aforesaid, shall be received and held in all such suits as *prima facie* the schedules of said Commissioners, without further proof than the production of the schedules desired to be used as evidence, with a certificate of the Railroad Commission that the same is a true copy of the schedule prepared by them for the railroad company or corporation therein named, and that the same has been duly published as required by law.

SEC. VII. That it shall be the duty of said Commissioners to investigate the books and papers of all the railroad companies doing business in this State, to ascertain if the rules and regulations aforesaid have been complied with, and to make personal visitation of railroad offices, stations, and other places of business for the purpose of examination, and to make rules and regulations concerning such examination, which rules and regulations shall be observed and obeyed as other rules and regulations aforesaid; said Commissioners shall also have full power and authority to examine all agents and employees of said railroad companies, and other persons, under oath or otherwise, in order to procure the necessary information to make just and reasonable rates of freight and passenger tariffs, and to ascertain if such rules and regulations are observed or violated, and to make necessary and proper rules and regulations concerning such examinations, and which rules and regulations herein provided for shall be obeyed and enforced as all other rules and regulations provided for in this Act.

Jurisdiction and power of Commissioners.

SEC. VIII. That all contracts and agreements between railroad companies doing business in this State, as to rates of freight and passenger tariffs, shall be submitted to said Commissioners for inspection and correction, that it may be seen whether or not they are a violation of law or of the provisions of the Constitution, or of this Act, or of the rules and regulations of said Commissioners; and all arrangements and agreements whatever as to the division of earnings of any kind by competing railroad companies doing business in this State, shall be submitted to said Commissioners for inspection and approval, in so far as they affect rules and regulations made by said Commissioners to secure to all persons doing business with said companies just and reasonable rates of freight and passenger tariffs; and said Commissioners may make such rules and regulations as to such contracts and agreements as may then be deemed necessary and proper, and any such agreement, not approved by such Commissioners, or by virtue of which rates shall be charged exceeding the rates fixed for freight and passengers, shall be deemed, held and taken to be violations of article 4, section 1, paragraph 4 of the Constitution, and shall be illegal and void.

Power of Commissioners over contracts between railroads.

SEC. X. That if any railroad company doing business in this State shall, in violation of any rule or regulation provided by the Commissioners aforesaid, inflict any wrong or injury on any person, such person shall have a right of

Injuries resulting from violation of rules.

action and recovery for such wrong or injury in the county where the same was done, in any court having jurisdiction thereof, and the damages to be recovered shall be the same as in actions between individuals, except that, in cases of wilful violation of law, such railroad companies shall be liable to exemplary damages; *provided*, That all suits under this Act shall be brought within twelve months after the commission of the alleged wrong or injury.

Rules of evidence.

SEC. XI. That in all cases under the provision of this Act the rules of evidence shall be the same as in civil actions, except as hereinbefore otherwise provided. All fines recovered under the provisions of this Act shall be paid into the State Treasury, to be used for such purposes as the General Assembly may provide. The remedies hereby given the persons injured shall be regarded as cumulative to the remedies now given by law against railroad corporations, and this Act shall not be construed as repealing any statute giving such remedies.

Meaning of terms.

SEC. XII. That the terms "railroad corporation," or "railroad company," contained in this Act shall be deemed and taken to mean all corporations, companies or individuals now owning or operating, or which may hereafter own or operate any railroad, in whole or in part, in this State, and the provisions of this Act shall apply to all persons, firms and companies, and to all associations of persons, whether incorporated or otherwise, that shall do business as common carriers upon any of the lines of railroad in this State (street railways excepted), the same as to railroad corporations hereinbefore mentioned.

Duplicate freight receipts.

SEC. XIII. That all railroad companies, in this State shall, on demand, issue duplicate freight receipts to shippers, in which shall be stated the class or classes of freight shipped, the freight charges over the road giving the receipt, and so far as practicable shall state the freight charges over other roads that carry such freight. When the consignee presents the railroad receipt to the agent of the railroad that delivers such freight, such agent shall deliver the article shipped upon payment of the rate charged for the class of freights mentioned in the receipt. If any railroad company shall violate this provision of the statute, such railroad company shall incur a penalty to be fixed and collected as provided in section nine of this Act.

Reports of Commissioners.

SEC. XIV. That it shall be the duty of the Commissioners herein provided for to make to the Governor annual reports of the transactions of their office, and to recommend, from time to time, such legislation as they may deem advisable under the provisions of this Act.

Power of Commissioners over witnesses.

SEC. XV. That Railroad Commissioners, in making any examination for the purpose of obtaining information pursuant to this Act, shall have power to issue subpoenas for the attendance of witnesses, by such rules as they may prescribe. And said witnesses shall receive for such attendance two dollars per day, and five cents per mile, traveled by the nearest practicable route in going to and returning from the place of meeting of said Commissioners, to be ordered paid by the Governor upon presentation of subpoenas, sworn to by the witnesses, as to number of days served and miles traveled, before the clerk of said Commissioners, who is hereby authorized to administer oaths. In case any person shall wilfully fail or refuse to obey such subpoena, it shall be the duty of the judge of the superior court of any county, upon application of said Commissioners, to issue an attachment for such witness, and compel him to attend

before the Commissioners and give his testimony upon such matters as shall be lawfully required by such Commissioners, and said court shall have power to punish for contempt, as in other cases of refusal to obey the process and order of such court.

SEC. XVI. That every officer, agent or employee of any railroad company who shall wilfully neglect or refuse to make and furnish any report required by the Commissioners, as necessary to the purpose of this Act, or who shall wilfully and unlawfully hinder, delay or obstruct said Commissioners in the discharge of the duties hereby imposed upon them, shall forfeit and pay a sum of not less than one hundred, nor more than five thousand dollars, for each offense, to be recovered in an action of debt in the name of the State.

Railroad officers to report to Commissioners.

SEC. XVII. That all laws militating against this Act are hereby repealed.

Approved October 14, 1879.

AN ACT.

To enlarge the powers of the Railroad Commission of Georgia, to prescribe for them additional duties, and for other purposes.

SECTION 1. *Be it enacted by the General Assembly of the State of Georgia,* That from and after the passage of this Act, it shall be the duty of the Railroad Commission of the State of Georgia to investigate thoroughly all through freight rates from points out of Georgia to points in Georgia, both those now fixed and those that may hereafter be fixed.

Duty to investigate through rates.

SEC. 2. *Be it further enacted,* That whenever the Railroad Commission of Georgia finds that a through rate, charged into or out of Georgia, is, in their opinion, excessive or unreasonable, or discriminating in its nature, it shall be the duty of the Railroad Commission to call the attention of the railroad officials in Georgia to the fact, and to urge upon them the propriety of changing such rate or rates.

Shall call attention of railroad officials to discriminations.

SEC. 3. *Be it further enacted,* That whenever such rates are not changed according to the suggestion of the Railroad Commission, it shall be the duty of the Commission to present the facts, whenever it can legally be done, to the Interstate Commerce Commission and appeal to it for relief.

Shall appeal to Interstate Commission.

SEC. 4. *Be it further enacted,* That in all work devolving upon the Railroad Commission prescribed by this Act, they shall receive, upon application, the services of the Attorney-General of this State, and he shall also represent them, whenever called upon to do so, before the Interstate Commerce Commission.

Attorney-General to represent Commission.

SEC. 5. *Be it further enacted,* That all laws and parts of laws in conflict with this Act, be, and the same are, hereby repealed.

Approved December 18, 1890.

POWER TO BRING SUIT.

AN ACT.

To amend Section 719 (i) of the Code of Georgia of 1882, and for other purposes.

SECTION 1. *Be it enacted by the General Assembly of the State of Georgia, and it is hereby enacted by the same,* That section 719 (i) of the Code of Georgia of 1882 be, and the same is, amended by adding thereto the following:

Penalty for violation of rules. Amending section IX of original act.

The Commissioners shall have the power, in their discretion, to institute suit without notice for any violation of any of said rules or regulations, whenever, in their opinion, the circumstances authorize it, of which they shall be the sole judges, and after the institution of said suit there shall be no settlement of the same without the consent of the said Commissioners, so that said section, when amended, shall read as follows: If any railroad company doing business in this State by its agents or employees shall be guilty of a violation of the rules and regulations provided and prescribed by said Commissioners, and if, after due notice of such violation given to the principal officer thereof, ample and full recompense for the wrong or injury done thereby to any person or corporation as may be directed by said Commissioners, shall not be made within thirty days from the time of such notice, such company shall incur a penalty for each offence of not less than one thousand dollars nor more than five thousand dollars, to be fixed by the presiding judge. An action for the recovery of such penalty shall be in any county in the State, where such violation has occurred, or wrong has been perpetrated, and shall be in the name of the State of Georgia. The Commissioners shall institute such action through the Attorney-General or Solicitor-General or such other attorney at law of this State as the said Commissioners may appoint, whose fees shall be the same as now provided by law.

Power to institute suit without notice.

The Commissioners shall have the power in their discretion to institute suit without notice for any violation of said rules and regulations whenever, in their opinion, the circumstances authorize it, of which they shall be the sole judges, and after the institution of said suit there shall be no settlement of the same without the consent of the Commissioners.

SEC. 2. *Be it enacted*, That all laws or parts of laws in conflict herewith are hereby repealed.

Approved October 16, 1891.

AMENDING TITLE OF ACT.

AN ACT.

To amend an Act entitled an Act to provide for the regulation of railroads, freight and passenger tariffs in this State; to prevent unjust discrimination and extortion in the rates charged for transportation of passengers and freights, and to prohibit Railroad Companies, corporation and lessees in this State from charging other than just and reasonable rates, and to punish the same, and to prescribe a mode of procedure and rules of evidence in relation thereto, and to appoint Commissioners, and to prescribe their powers and duties in relation to the same, approved October 14, 1879.

SECTION 1. *Be it enacted by the General Assembly of this State, and it is hereby enacted by the authority of the same*, That the caption of the above recited Act be, and the same is, hereby amended as follows, to-wit:

After the word tariffs, in the second line, add the following words: "And the location and building of passenger and freight depots," so that the whole caption of said Act will read as follows:

"An Act to provide for the regulation of railroad freight and passenger tariffs, and the location and building of passenger and freight depots in this State;

Caption of Act of Oct. 1879, amended

By inserting "and the location and building of passenger and freight depots."

to prevent unjust discrimination in the rates charged for transportation of passengers and freights, and to prohibit railroad companies, corporations, and lessees in this State from charging other than just and reasonable rates, and to punish the same, and to prescribe a mode of procedure and rules of evidence in relation thereto, and to appoint Commissioners, and to prescribe their powers and duties in relation to the same."

SEC. 2. *Be it further enacted*, That all laws in conflict with the foregoing be, and the same are, hereby repealed.

Approved August 31, 1891.

INSPECTION OF RAILROAD TRACKS.

AN ACT.

To give the Railroad Commission of Georgia authority, upon complaint made, to inspect the railroads or any railroad or any part of any railroad in this State; and if found in an unsafe or dangerous condition, to require the same put and kept in such condition as will render travel over the same safe and expeditious; to provide a penalty for failing to obey the orders of the said Commission, and for other purposes.

SECTION 1. *Be it enacted by the General Assembly of the State of Georgia*, That from and after the passage of this Act, the Railroad Commission of this State is hereby empowered and required, upon complaint made, to inspect for themselves, or through an agent, the railroads or any railroad or any part of any railroad in this State, and if the same is found in an unsafe or dangerous condition, to require the same put and kept in such condition as will render travel over the same safe and expeditious; *Provided*, That reasonable time be given the railroad authorities in which to accomplish the work or repairs that may be required or ordered; *Provided*, That this Act shall not limit or affect the liability of railroads in cases of damage to person or property.

Inspection by Commission required. If condition unsafe, to be put and kept in safe condition. Reasonable time to be given. Not to affect liability for damages. Penalty for not obeying orders.

SEC. 2. *Be it further enacted*, That any railroad, failing or refusing to obey the orders of said Commission within the time allowed for said work, shall be liable to a penalty of not more than five thousand dollars, to be recovered by a suit brought in the name of the State, in which suit the Attorney-General or Solicitor-General shall represent the State, and his fees shall be the same as now provided by law. Suits shall be brought in the county where the wrong or violation occurs.

SEC. 3. *Be it further enacted*, That all laws and parts of laws in conflict with this Act be, and the same are, hereby repealed.

Approved October 17, 1891.

STORAGE CHARGES.

AN ACT.

To require the Railroad Commission to fix rates of storage to be charged by Railroad Companies in this State; to prescribe regulations for charging the same, and to prescribe how suit shall be brought for overcharges, and to fix the measure of recovery, and for other purposes.

SECTION 1. *Be it enacted by the General Assembly of Georgia*, That from and after the passage of this Act, power is hereby conferred on the Railroad Com-

Commission to fix charges for storage. And when such charges shall begin. Power to vary rates.

Provisions of other acts as to Railroad Commission applied.

mission of Georgia, and they are required to fix and prescribe a schedule or maximum rates and charges for storage of freight made and charged by Railroad Companies doing business in this State, and to fix at what time after the reception of freight at place of destination such charges for storage shall begin, with power to vary the same according to the value and character of the freight stored, the nature of the place of destination and residence of consignee and such other facts as in their judgment should be considered in fixing the same.

SEC. 2. *Be it further enacted*, That all the provisions of the Act creating said Railroad Commission and Acts amendatory thereof, prescribing the procedure of said Commission in fixing freight and passenger tariffs, and hearing complaints of carriers and shippers, and of altering and amending said tariffs, shall apply to the subject of fixing and amending rates and charges for storage, as aforesaid.

SEC. 3. *Be it further enacted*, That no Railroad Company shall make or retain, directly or indirectly, any charge for storage of freight greater than that fixed by the Commission for each particular storage, nor shall they discriminate directly or indirectly by means of rebate, or any other device in such charges, between persons.

SEC. 4. *Be it further enacted*, That if any Railroad Company shall violate the provisions of this Act, either by exceeding the rates of storage prescribed, or by discriminating as aforesaid, the person or persons so paying such overcharge, or subjected to such discrimination, shall have the right to sue for the same in any court of this State having jurisdiction of the claim, and shall have all the remedies and be entitled to recover the same penalties and measure of damages as is prescribed in the case of overcharge of freight rates, upon making like demand as is prescribed in such case, and after like failure to pay the same.

SEC. 5. *Be it enacted*, That all laws and parts of laws in conflict with this Act, be and the same are, hereby repealed.

Approved October 17, 1891.

TO REGULATE EXPRESS AND TELEGRAPH COMPANIES.

AN ACT.

To extend the powers of the Railroad Commissioners so as to give them power and authority to regulate charges by Express Companies for transportation; to regulate charges of Telegraph Companies for the transmission of messages by telegraph or charges by persons engaged in the several businesses named herein; to apply the powers given to said Commissioners, by law, over Railroad Companies, to all companies or persons owning, controlling or operating a line or lines of Express and Telegraph; and make the penalties prescribed against railroads for violating Commissioners' rules apply to the companies and persons herein named, whose line or lines is or are, wholly or in part in this State, and for other purposes.

SECTION 1. *Be it enacted by the General Assembly of the State of Georgia*, That from and after the passage of this Act, all companies or persons owning, controlling or operating, or that may hereafter own, control or operate a line or lines of Express or Telegraph, whose line or lines is or are, in whole or in part, in this State, shall be under the control of the Railroad Commissioners of

Express and Telegraph Companies to be under the control of the Commission.

this State, who shall have full power to regulate the prices to be charged by any company or person or persons owning, controlling or operating any line or lines of Express and Telegraph, for any service performed by such company, person or persons; and all the powers given to said Commissioners over railroads in this State, and all the penalties prescribed against Railroad Companies or persons operating railroads by existing laws, embraced in sections of the Code of 1882 from Section 719 (a) to Section 719 (p), both inclusive, are hereby declared to be of force against corporations, companies or a person or persons, owning, controlling or operating a line or lines of Express and Telegraph, doing business in this State, whose line or lines is or are, wholly or in part, in this State, so far as said provisions of the Code can be made applicable to any corporation, company, person or persons owning, controlling or operating a line or lines of Express and Telegraph. The said Commissioners shall also have power and authority to require said companies to locate agencies at Railroad Stations.

For regulation of prices. Powers over railroads and penalties against them of force as against express and telegraph companies.

So far as applicable.

Location of agencies.

SEC. 2. *Be it further enacted by the authority aforesaid,* That the powers of the Commissioners to regulate charges by corporations, companies and persons herein referred to shall apply only to charges by express, for transportation from one point to another in this State; and messages sent by telegraph from one point to another in this State.

Regulation of charges only as to transportation and messages in this State.

SEC. 3. *Be it further enacted,* That all laws and parts of laws in conflict with this Act be, and the same are, hereby repealed.

Approved October 21, 1891.

PROMPT RECEIVING AND DELIVERY OF FREIGHT. AN ACT.

To further extend the powers of the Railroad Commission of this State and to confer upon the Commission the power to regulate the time and manner within which the several railroads in this State shall receive, receipt for, forward and deliver to its destination all freights of every character, which may be tendered or received by them for transportation; to provide a penalty for non-compliance with any and all reasonable rules, regulations and orders prescribed by the said Commission in the execution of these powers, and for other purposes.

SECTION 1. *Be it enacted by the General Assembly of Georgia, and it is hereby enacted by authority of the same,* That from and after the passage of this Act, The Railroad Commission of this State shall be, and is, hereby vested with full power and authority to make, prescribe, and enforce all such reasonable rules, regulations and orders as may be necessary in order to compel and require the several railroad companies in this State to promptly receive, receipt for, forward and deliver to destination all freights of every character which may be tendered or received by them for transportation; and as well such reasonable rules, regulations and orders as may be necessary to compel and require prompt delivery of all freights, on arrival at destination, to the consignee.

Railroad Commission may regulate transportation of freights.

SEC. 2. *Be it further enacted by the authority aforesaid,* That whenever a shipper or consignor shall require of a railroad company the placing of a car or cars to be used in carload shipments, then in order for the consignor or shipper to avail himself of the forfeitures or penalties prescribed by the rules and regu-

Shippers, requirements of.

lations of said Railroad Commission, it must first appear that such shipper or consignor made written application for said car or cars to said railroad; provided further, that such Railroad Commission shall, by reasonable rules and regulations, provide the time within which said car or cars shall be furnished after being ordered as aforesaid, and the penalty per day per car to be paid by said railroad company in the event such car or cars are not furnished as ordered, and provided further, that in order for any shipper or consignor to avail himself of the penalties provided by the rules and regulations of said Railroad Commission, such shipper or consignor shall likewise be subject, under proper rules to be fixed by said Commission, to the orders, rules and regulations of said Railroad Commission.

SEC. 5. *Be it further enacted by the authority aforesaid, That all laws and parts of laws in conflict with this Act be, and the same are, hereby repealed.*

Approved August 23, 1905.

CARS FOR WHITE AND COLORED PASSENGERS.

AN ACT.

To require all railroads doing business in this State to furnish equal accommodations and separate cars or compartments for white and colored passengers, to require said companies to furnish comfortable seats, and to sufficiently light and ventilate said cars, to provide for keeping white and colored passengers in their respective cars or compartments, to give conductors and other employees of railroads and conductors of dummy, electric and street cars certain powers and authority over passengers, to comply with the regulations made by said companies under the provisions of this Act, to provide a penalty for the violation of the same, and for other purposes.

Equal accommodations in separate cars.

SECTION 1. *Be it enacted by the General Assembly of Georgia, That from and after the passage of this Act, all railroads doing business in this State shall be required to furnish equal accommodations, in separate cars, or compartments of cars, for white and colored passengers; provided, that this Act shall not apply to sleeping cars.*

Employees to assign passengers their cars or compartments.

SEC. 2. *Be it further enacted, That all conductors or other employees in charge of such cars, shall be required to assign all passengers to their respective cars, or compartments of cars, provided by the said companies under the provisions of this Act, and all conductors of dummy, electric and street cars shall be required, and are hereby empowered, to assign all passengers to seats on the cars under their charge, so as to separate the white and colored races as much as practicable, and all conductors and other employees of railroads, and all conductors of dummy, electric and street cars shall have, and are hereby invested with, police powers to carry out the provisions of this Act.*

Penalty for violating provisions of this act

SEC. 3. *Be it further enacted, That any passenger remaining in any car or compartment or seat, other than that to which he may have been assigned, shall be guilty of a misdemeanor, and on conviction thereof shall be punished as prescribed in section 4310 of the Code of 1882. Jurisdiction of such offenses shall be in the county in which the same occurs. The conductor and any and all employees on such cars are hereby clothed with power to eject from the train or*

car any passenger who refuses to remain in such car or compartment or seat as may be assigned to him.

SEC. 4. Be it further enacted, That when a railroad car is divided into compartments, the space set apart or provided for white and colored passengers, respectively, may be proportioned according to the proportion of usual and ordinary travel by each on the road or line on which said cars are used. Cars properly divided.

SEC. 5. Be it further enacted, That it shall be unlawful for the officers or employees having charge of such railroad cars to allow or permit white and colored passengers to occupy the same car or compartment, and for a violation of this section, any such officer or employee shall be guilty of a misdemeanor, and on conviction thereof shall be punished as is prescribed in section 4310 of the Code of 1882. White and colored passengers not to occupy same compartments.

SEC. 6. Be it further enacted, That the provisions of this Act shall not apply to nurses or servants in attendance on their employers.

SEC. 7. Be it further enacted, That all companies operating and using compartment cars or separate cars shall furnish to the passengers comfortable seats, and have such cars well and sufficiently lighted and ventilated, and a failure to so do shall be a misdemeanor, punishable under section 4310 of the Code of 1882. Cars to be comfortable, etc.

SEC. 8. Be it further enacted, That all laws and parts of laws in conflict with this Act be, and the same are, hereby repealed.

Approved October 21, 1901.

LAW AGAINST RAILROAD, EXPRESS, SLEEPING-CAR, AND TELEGRAPH COMPANIES.

No. 32.

AN ACT to authorize the Comptroller-General to appoint one of the Railroad Commissioners of this State to act as arbitrator in certain cases, and for other purposes.

SECTION I. Be it enacted by the General Assembly of Georgia, That from and after the passage of this Act, that in all cases of disagreement between the Comptroller-General and any railroad or express company, sleeping-car companies, and telegraph companies owning property in this State, as to the taxable value of their said property, and where said differences are referred to arbitrators, the Comptroller-General shall appoint any one of the Railroad Commissioners to act as arbitrator for the State, in each case; and it shall be the duty of said Railroad Commissioner, when thus appointed, to perform the duty of arbitration without any additional compensation to his regular salary.

SEC. II. Be it further enacted, That all laws and parts of laws in conflict with this Act are hereby repealed.

Approved December 12, 1894.

ELECTION OF RAILROAD COMMISSIONERS.

AN ACT.

To provide for the election of railroad commissioners of this State by the electors of the whole State, and for other purposes.

Railroad
Commissioners,
election of.

SECTION 1. Be it enacted by the General Assembly of the State of Georgia, and it is hereby enacted by authority of the same, That the railroad commissioners of this State shall hereinafter be elected by the electors of the whole State, who are entitled to vote for members of the General Assembly.

Term of
office and
elections.

SEC. 2. Be it further enacted by the authority aforesaid, That successors to the incumbents be elected at the first general election preceding the expiration of their terms of office, respectively; that is to say, at the general election to be held on the first Wednesday in October, 1906, one commissioner shall be elected to succeed the incumbent whose term will expire on the fifteenth day of October, 1907, and one commissioner shall be chosen at the general election to be held on the first Wednesday in October, 1908, to succeed the then incumbent, whose term of office will expire on the fifteenth day of October, 1909, and one commissioner shall be chosen at the general election to be held on the first Wednesday in October, 1910, to succeed the then incumbent, whose term of office will expire on October 15, 1911, and so on.

Regulations.

SEC. 3. Said election to be held under the same rules and regulations as now apply to the election of governor of this State.

Vacancies.

SEC. 4. Be it further enacted by the authority aforesaid, That in case of vacancy, causing an unexpired term, the same shall be filled by executive appointment, and the person appointed shall hold his office until the next regular general election, and until his successor for the balance of the unexpired term shall have been elected and qualified.

SEC. 5. Be it further enacted by the authority aforesaid, That all laws and parts of laws in conflict with this Act be, and the same are, hereby repealed.

Approved August 21, 1906.

STATION ACCOMMODATIONS FOR PUBLIC AT NIGHT.

AN ACT.

To require all railroads operating passenger-trains and taking on and putting off passengers, or that operate such trains at or through county-seats and towns and cities having a population of more than 1,000, in this State, to keep open at night at their depot stations at such places before the arrival and departure of said trains a lighted and comfortable room for the accommodation of their passengers, and for other purposes.

Railroad
passengers,
station ac-
commodations
for, at night.

SECTION 1. Be it enacted by the General Assembly of Georgia, and it is hereby enacted by the authority aforesaid, That from and after the fifteenth day of September, 1906, all railroad companies operating passenger-trains, and taking on and putting off passengers, or that operate passenger-trains at or through county-seats and towns and cities having a population of more than 1,000 in this State, shall be, and they are, hereby required to keep open at least one hour before arrival of and half an hour after the departure, according to the

schedule time for the arrival of and the departure of said trains, a lighted and comfortable room, between the hours of 6 o'clock p. m. and 6 o'clock a. m. for the comfort and convenience of their passengers.

SEC. 2. Be it further enacted by the authority aforesaid, That a failure to comply with the terms of this Act by any railroad company shall be a misdemeanor, and said company or corporation shall, upon conviction for the offense, be punished as prescribed in Section 1039 of the Criminal Code of 1895.

Penalty for failure to provide.

SEC. 3. Be it enacted by the authority aforesaid, That all laws and parts of laws in conflict with this Act be, and the same are, hereby repealed.

Approved August 18, 1906.

POWERS OF COMMISSION. AMENDMENT TO ACT OF 1907.

AN ACT.

To amend "An Act to increase the membership of the Railroad Commission of Georgia, and to prescribe the qualifications for membership," etc., approved August 13, 1907.

SECTION 1. Be it enacted by the General Assembly of the State of Georgia, and it is hereby enacted by the authority of the same, That an Act approved August 23, 1907, entitled "An Act to Increase the Membership of the Railroad Commission of the State of Georgia, and to Prescribe the Qualifications for Membership," etc., be, and the same is, hereby amended by adding after the word "other" in the nineteenth line of Section 7 of said Act the following: "Or entering the same incorporated town or city within this State," so that said section as amended shall read as follows: "Be it further enacted, That the railroad commission shall have authority to ascertain the cost of construction and the present value of properties in Georgia owned by said corporations, or companies, and to that end, may employ necessary experts. Said commission shall have authority to prescribe rules with reference to spur tracks and side tracks, with reference to their use and construction, removal or change, with full power to compel service to be furnished to manufacturing plants, warehouses and similar plants of business along the line of railroads where practicable, and in the judgment of the commission the business is sufficient to justify, and on such terms and conditions as the commission may prescribe. It shall have power and authority to order and compel the operation of sufficient and proper passenger service when in its judgment inefficient or insufficient service is being rendered the public or any community. It shall have power and authority, when in its judgment practicable and to the interest of the public, to order and compel the making and operation of physical connection between lines of railroads crossing or intersecting each other, or entering the same incorporated town or city within this State. It shall have authority to fix penalties for neglect on the part of railroad companies to adjust overcharges and losses or failures to decline to do so, if deemed unjust in a reasonable time. It shall have power and authority to prescribe rules and penalties covering and requiring the prompt receipt, carriage, and delivery of freight, the prompt furnishing of cars to shippers desiring to ship freight, and shall also be authorized to prescribe rules and penalties for the transfer of cars through yards

Railroad Commission, powers of.

Experts employed.

Spur tracks.

Regulation of passenger service.

Connections may be required.

Overcharges, etc., adjusted.

Freight, carriage of, etc., regulated.

Depots.

Schedules.

by connecting roads. Said commission shall have power and authority to order the erection of depots and stations where it deems the same necessary, and to order the appointment and service thereof of depot or station agents. The commission shall have the power and authority to regulate schedules and compel connections at junction points of competing lines."

SEC. 2. Be it further enacted by the authority aforesaid, That all laws and parts of laws in conflict with this Act, or any provision thereof, be, and the same are, hereby repealed.

Approved August 17, 1908.

INCREASING MEMBERSHIP AND POWERS OF COMMISSION.

AN ACT.

To increase the membership of the Railroad Commission of Georgia, and to prescribe the qualifications for membership; to authorize the designation of a chairman thereof by the Governor, and to prescribe his duties and compensation; to revise, enlarge and more clearly define the powers, duties and rights of said Commission; to authorize it to employ rate and other experts and to fix their pay; to increase the printing fund and the salary of the Secretary of the Commission; to employ a stenographer and fix his pay; to extend its powers and jurisdiction over docks, and wharves, terminal companies, cotton compress companies, corporations or persons owning, leasing or operating railway terminals or terminal stations; over telephone or telegraphic companies or corporations or persons owning, leasing or operating any public telephone service in this State, and over street railroads, and street railroad corporations, companies or persons owning, leasing or operating street railroads in this State, over gas and electric light and power companies, corporations or persons owning, leasing or operating public gas plants, electric light and power plants furnishing power to the public; to fix the domicile of the Railroad Commission, and prescribe what courts of this State have jurisdiction over proceedings instituted against it; to prescribe and fix penalties and punishments for failure or refusal to observe any order, rule or regulation of the Railroad Commission, and to prescribe the form of procedure for enforcing same; to repeal sections 2195 and 2196 of the Code of Georgia, 1895, touching penalties and procedures to enforce the same for a violation of the orders, rules and regulations of the Commission, to repeal sections 3 and 4 of the Act approved August 23, 1905, prescribing certain penalties and forms of procedure for enforcing same, and for other purposes.

Five Commissioners.

SECTION I. From and after the passage and approval of this Act, the Railroad Commission of Georgia shall consist of five members, to be elected by the qualified voters of Georgia as prescribed in the Act approved August 21, 1906.

Terms of office.

The terms of office of the two additional Commissioners, provided for in this Act, shall expire one on December 1, 1911, and the other December 1, 1913, and thereafter the terms shall be for six years each. The Governor, by and with the consent of the Senate, shall appoint the two additional Commissioners immediately after the passage and approval of this Act, but the appointees hereunder shall be commissioned only until December 1, 1908; said positions to be

filled for the unexpired terms by two Commissioners to be elected at the regular general election on the first Wednesday in October, 1908.

In order that there may be uniformity of expiration of the terms of all the Railroad Commissioners, the term of the present Commissioner expiring on October 15, 1909, shall be extended to December 1, 1909; the term of the present Commissioner expiring on October 15, 1911, shall be extended to December 1, 1911, and the term of the Commissioner expiring October 15, 1913, shall be extended to December 1, 1913, their respective successors to be elected for full terms of six years each.

SEC. 2. Any person, thirty years of age, who is qualified to vote as an elector in this State, and who is not directly or indirectly interested in any mercantile business or any corporation that is controlled by or that participates in the benefit of any pool, combination, trust contract or arrangement that has the effect or tends to increase the cost to the public of carriage, heat, light, power or of any commodity or merchandise sold to the public, shall be eligible to membership on said Commission, without reference to his experience in law or railway business.

Qualifications
of Commis-
sioners.

SEC. 3. It shall be the duty of the Commission to elect from its membership the chairman of the Railroad Commission of Georgia, who shall hold the position of chairman for a term of two years, and who shall give his entire time to the duties of his office, and who shall receive therefor, during his term as chairman, a salary of four thousand dollars (\$4,000) per annum, to be paid from the State Treasury.

Chairman
of Board.

SEC. 4. The said Railroad Commission is hereby authorized and empowered to employ one or more rate experts, at a total cost not to exceed four thousand dollars (\$4,000) per annum, for the entire service to be rendered under the direction of the Commission.

Rate Expert

SEC. 5. The power to determine what are just and reasonable rates and charges is vested exclusively in said Commission.

The printed reports of the Railroad Commission, published by its authority, shall be admissible as evidence in any court in Georgia without further proof, and the schedules of rates made by the Commission, and any order passed or rule or regulation prescribed by the Commission, shall be admissible in evidence in any court in Georgia, upon the certificate of the Secretary of the Commission.

Printed re-
ports admis-
sible as
evidence.

The powers and duties heretofore conferred by law upon the Railroad Commission are hereby extended and enlarged, so that its authority and control shall extend to street railroads, and street railroad corporations, companies, or persons owning, leasing or operating street railroads in this State; *provided, however*, that nothing herein shall be construed to impair any valid subsisting contract now in existence between any municipality and any such company; and provided, that this Act shall not operate as a repeal of any existing municipal ordinance, nor shall it impair nor invalidate any future contract or ordinance of any municipality as to the public uses of such company, that shall receive the assent of the Railroad Commission; over docks and wharves and corporations, companies or persons owning, leasing or operating the same; over terminals or terminal stations and corporations, companies or persons owning, leasing or operating such; cotton compress corporations or associations and persons or companies owning, leasing or operating the same; and over tele-

Authority
over Street
Railroads,
Docks,
Terminals
and other
corporations.

graph or telephone corporations, companies or persons owning, leasing or operating a public telephone service or telephone lines in this State; over gas and electric light and power companies, corporations or persons owning, leasing or operating public gas plants, or electric light and power plants furnishing service to the public.

Power of
Commission.

SEC. 6. The Railroad Commission of Georgia shall have and exercise all the power and authority heretofore conferred upon it by law, and shall have the general supervision of all common carriers, railroads, express corporations or companies, street railroads, railroad corporations or companies, dock or wharfage corporations or companies, terminal or terminal station corporations or companies, telephone and telegraph corporations or companies within this State, gas or electric light and power companies within this State; and while it may hear complaints, yet the Commission is authorized to perform the duties imposed upon it of its own initiative, and to require all common carriers and other public service companies under their supervision to establish and maintain such public service and facilities as may be reasonable and just, either by general rules or by special orders in particular cases, and to require such publication by common carriers in newspapers of towns through which their lines extend, of their schedules as may be reasonable and which the public convenience demands. Said Commission is hereby given authority to examine into the affairs of said companies and corporations and to keep informed as to their general condition, their capitalization, their franchises, and the manner in which their lines, owned, leased or controlled, are managed, conducted and operated, not only with respect to the adequacy, security and accommodation afforded by their service to the public and their employees, but also with reference to their compliance with all provisions of law, orders of the Commission, and charter requirements. Said Commission shall have the power and authority, whenever it deems advisable, to prescribe, establish and order a uniform system of accounts to be used by railroads and other corporations over which it has jurisdiction hereunder, the same to be as far as practicable in conformity with the system of accounts prescribed by the Interstate Commerce Commission; to examine all books, contracts, records and documents of any person or corporation subject to their supervision, and compel the production thereof. Said Commission shall have the power through any one or more of its members, at its direction, to make personal visitation to the offices and places of business of said companies for the purpose of examination, and such Commissioner or Commissioners shall have full power and authority to examine the agents and employees of said companies, under oath, or otherwise, in order to procure information deemed by the Commissioners necessary to their work, or of value to the public. Provided, that nothing in this Act shall be so construed as to repeal or abrogate any existing law or rule of the Railroad Commission as to notice or hearings to persons, railroads or other corporations interested in the rates, orders, rules or regulations issued by said Commission, before the same are issued, nor to repeal the law of this State as to notice by publication of a change in rates as provided in the Act approved October 14, 1879 or any Act amendatory thereof.

SEC. 7. The Railroad Commission shall have authority to ascertain the cost of construction and the present value of properties in Georgia, owned by said

corporations or companies, and to that end may employ necessary experts. Said Commission shall have authority to prescribe rules with reference to spur-tracks and side-tracks, with reference to their use and construction, removal or change, with full power to compel service to be furnished to manufacturing plants, warehouses and similar places of business along the lines of railroads, where practicable, and in the judgment of the Commission the business is sufficient to justify and on such terms and conditions as the Commission may prescribe. It shall have power and authority to order and compel the operation of sufficient and proper passenger service when in its judgment inefficient or insufficient service is being rendered the public or any community. It shall have power and authority when in its judgment practicable and to the interest of the public to order and compel the making and operation of physical connection between lines of railroads crossing or intersecting each other. It shall have authority to fix penalties for neglect on the part of railroad companies to adjust overcharges and losses, or failure to decline to do so, if deemed unjust, in a reasonable time. It shall have power and authority to prescribe rules and penalties covering and requiring the prompt receipt, carriage and delivery of freight and the prompt furnishing of cars to shippers desiring to ship freight, and shall also be authorized to prescribe rules and penalties for the transfer of cars through yards by connecting roads. Said Commission shall have power and authority to order the erection of depots and stations where it deems the same necessary, and to order the appointment and service thereat of depot or station agents. The Commissioners shall also have the power and authority to regulate schedules and compel connection at junction points of competing lines.

Sec. 8. Each of the companies or corporations over which the authority of the Railroad Commission is extended by law shall be required to furnish said Commission a list of any stocks and bonds the issuance of which is contemplated and it shall be unlawful for any of said companies or corporations to issue stocks, bonds, notes or other evidences of debt payable more than twelve months after the date thereof, except upon the approval of said Railroad Commission, and then only when necessary and for such amounts as may be reasonably required for the acquisition of property, the construction and equipment of power plants, carsheds and the completion, extension or improvement of its facilities, or properties, or for the improvement or maintenance of its service, or for the discharge, or lawful refunding of its obligations, or for lawful corporate purposes falling within the spirit of this provision, the decision of the Commission to be final as to the validity of the issue.

Before issuing such stock, bonds, notes or other evidences of debt as above mentioned, such corporations or companies shall secure an order from the Commission authorizing such issue, the amount thereof, and the purpose and use for which the issue is authorized.

For the purpose of enabling the Commission to determine whether such order should be issued, it shall make such inquiry or investigation, hold such hearings and examine such witnesses, books, papers, documents or contracts as it may deem advisable or necessary. Such corporations or companies may issue notes or other evidences of indebtedness for proper corporate purposes and not in violation of any provision of this Act, or any other law, payable at periods of not more than twelve months from date, without such consent,

Sidetracks.

Passenger service.

Physical connection.

Overcharges and losses.

Transferring cars.

Depots and Agents.

Schedules.

Issuance of Stocks and Bonds.

Indebtedness payable within twelve months exempted.

but no such notes or other evidences of indebtedness shall, in whole or in part, directly or indirectly, be refunded by any issue of stocks or bonds or by any evidence of indebtedness, running for more than twelve months, without the consent of the Commission.

Commissioners required to treat official information confidential.

Any Railroad Commissioner of this State or any employee of said Railroad Commission who shall disclose or impart to any one, except when legally called upon by a court of competent jurisdiction, any fact, knowledge of which was obtained in his official capacity, from or through any proceedings filed with the said Railroad Commission under this section shall be guilty of a misdemeanor and subject to a prosecution therefor; provided, that this shall not apply to such facts or information obtained through public hearings, or such as are not confidential in their nature.

Liability of corporations.

SEC. 9. In case a common carrier, or other corporation or company mentioned in this Act, shall do, cause to be done, or permit to be done, any act, matter or thing prohibited, forbidden, or declared to be unlawful, or shall omit to do any act, matter or thing required to be done, either by any law of the State of Georgia, by this Act, or by an order of the Commission, such common carrier or other corporation or company shall be liable to the persons or corporations affected thereby for all loss, damage or injury caused thereby or resulting therefrom, and in case of recovery, if the jury shall find that such act or omission was wilful, it may fix a reasonable counsel's or attorney's fee, which fee shall be taxed and collected as part of the cost in the case. An action to recover for such loss, damage or injury may be brought in any court of competent jurisdiction by any such person or corporation.

Repeal of Sections of Code.

SEC. 10. The procedure for the enforcement of penalties for a violation of the orders, rules or regulations of the Railroad Commission, provided in sections 2195 and 2196 of the Code of Georgia of 1895, are hereby repealed; provided, that nothing in this Act shall be construed as to affect suits now pending for penalties or to affect penalties upon which right of action shall have accrued prior to the passage and approval of this Act.

Repeal of Sections 3 and 4 Act approved August 23, 1905.

SEC. 11. Sections 3 and 4 of the Act approved August 23, 1905, conferring upon the Commission the power to regulate the time and manner within which the several railroads of the State shall receive, receipt for, forward and deliver to its destination freight, the said sections applying to penalties placed upon said railroad companies, providing penalties for the violation of rules, orders and regulations established by the Railroad Commission with reference to same, and providing a procedure to enforce said penalties be, and the same are hereby repealed, and the penalties prescribed by this Act, and the procedure to enforce the same are made applicable to any and all violation of the rules, orders and regulations established by the Commission.

Penalty for violations of Rules and Orders of Commission.

SEC. 12. Every common carrier, railroad, street railroad, railroad corporation, street railroad corporation, express, telephone, telegraph, dock, wharfage and terminal company or corporation within the State, and other corporations, companies, or persons, coming under the provisions of this Act, and all officers, agents and employees of the same, shall obey, observe and comply with every order made by the Commission under this Act or under authority of Acts heretofore passed. Any common carrier, railroad, street railroad, railroad corporation, street railroad corporation, express, telephone, telegraph,

dock, wharfage or terminal company, or corporation, cotton compress companies, within this State, and other corporations, companies or persons coming under the provisions of this Act, which shall violate any provision of this Act, or of the Acts heretofore passed, or which fails, omits or neglects to obey, observe and comply with any order, direction or requirements of the Commission heretofore or hereafter passed, shall forfeit to the State of Georgia a sum of not more than \$5,000 for each and every offense, the amount to be fixed by the presiding judge. Every violation of the provisions of this Act, or any preceding Act, or of any such order, direction or requirement of the Railroad Commission shall be a separate and distinct offense, and in case of a continued violation, every day a violation thereof takes place shall be deemed a separate and distinct offense. An action for the recovery of such penalty may be brought in the country of the principal office of such corporation or company in this State, or in the county of the State where such violation has occurred, and wrong shall be perpetrated, or in any county in this State through which said corporation or company operates, or where the violation consists of an excessive charge for the carriage of freight or passengers or service rendered, in any county in which said charges are made, or through which it was intended that such passenger or freight should have been carried, or through which such corporation operates, and shall be brought in the name of the State of Georgia by direction of the Governor. Any procedure to enforce such penalty shall be triable at the first term of the court at which it is brought, and shall be given precedence over other business by the presiding judge, and the court shall not be adjourned until such proceeding is legally continued or disposed of. The decision in such case may be taken to the Supreme Court as now provided in cases of the grant or refusal of injunctions by judges of the superior courts.

How action
to recover
penalties may
be brought.

SEC. 13. Every officer, agent, or employee of any such common carrier, corporation or company who shall violate, or procures, aids or abets any violation by any such common carrier or corporation or company of any provision of this Act, or which shall fail to obey, observe, or comply with any order of the Commission, or any provision of any order of the Commission, or who procures, aids or abets any such common carrier, or corporation or company in its failure to obey, observe and comply with any such order, direction or provision shall be guilty of a misdemeanor, and on conviction thereof shall be punished as prescribed in section 1039 of the Penal Code of 1895, and shall be subject to prosecution in any county in Georgia in which said common carrier or corporation or company, or officer, agent or employee violates the provisions of this Act, or any provisions of any order of the Commission, or in any county through which said corporation operates.

Punishment
for aiding or
abetting viola-
tions.

Any officer, agent or employee shall also be subject to indictment under the provisions of this section, in any county in which a subordinate agent or employee of the company violates the provisions of this Act, by the approval, or direction, or in consequence of the approval or direction of such officer, agent or employee; and the agent, or employee, who locally in any county violates the rules or directions of said Commission in pursuance of the direction or authority of his superior officer or agent of said company may

Officers ap-
proving or
directing
violations.

be called as a witness, and be compelled to testify, showing the authority by which he acted, and such testimony shall not be used against such subordinate employee or agent, nor shall he thereafter be subject to indictment for said offense.

Domicile of
Commission.

SEC. 14. The domicile of the Railroad Commission of Georgia is hereby fixed at the capitol of the State, in Atlanta, Fulton county, and no court of this State, other than those of Fulton county, shall have or take jurisdiction in any suit or proceeding brought or instituted against said Commission, or any of its orders or rules.

Contingent
and Printing
Funds.

SEC. 15. The contingent expense fund of the Railroad Commission shall not exceed \$3,000 per annum, out of which it shall pay for office supplies, furniture, postage, stationery, traveling and other actual expenses of any Commissioner incurred by order of the Commission in the discharge of his duties, etc., the said sum or so much thereof as may be necessary to be paid out of the State Treasury on the order of the Governor. The salary of the secretary of the Railroad Commission is hereby fixed at \$2,000 per annum. The printing fund of the Commission is hereby fixed at the sum of \$2,000 per annum. The Commission is hereby authorized and empowered to employ a stenographer at a salary not to exceed \$1,200 per annum.

Attorney to
Commission.

SEC. 16. The office of attorney to the Railroad Commission is hereby created, and the Governor is hereby authorized to appoint said attorney, whose term of office shall be for four years and until his successor is qualified, and who shall receive a salary of \$2,500 a year; which said attorney may be removed by the Governor at any time.

Repealing
Section.

SEC. 17. That all laws and parts of laws in conflict with this Act, or any provision thereof, be, and the same are, hereby repealed.

Approved August 22, 1907.

CARS FOR PEACHES, CANTALOUPE ETC.

AN ACT.

To require railroad companies to furnish proper and necessary cars for the transportation of peaches, cantaloupes, the railroad companies liable when they fail to do so; to prescribe the terms under which they shall be furnished; to make the railroad companies liable when they fail to do so; to prescribe rule and measure of damages for failure to furnish cars, and to prescribe penalties for shippers who order cars and fail to use them, and for other purposes.

SECTION. 1. Be it enacted by the General Assembly of Georgia, and it is hereby enacted by authority of the same,

That it shall be the duty of the railroad companies of this State to furnish to any grower or growers of peaches, apples, cantaloupes, watermelons, or other perishable products, suitable icing and refrigerator cars, or other suitable cars for the transportation of such products, whenever application is made therefor in writing by the shipper, twenty-four hours in advance of the time such car or cars are wanted for loading. Such application to be filed with the

nearest agent of the railroad company to the point from which shipment is to be made, and it shall state the time and place from which shipment is desired.

Sec. 2. Be it further enacted, That whenever any railroad company shall fail to furnish such icing and refrigerator cars as required in section 1 of this Act, and the shipper places his product in carload lots; or in cases of less than carload lots expresses to the agent of the railroad company his willingness to pay charges for carload lots; then such railroad company shall be liable for the market value of such product with interest thereon. The market value to be determined by the market value of the product less the cost of carriage and the usual expense of selling in the market to which the shipper intended shipping same, on the day such product would have arrived, had the same been carried in the usual—of transportation on schedule time for such freight. In order to avail himself of this rule of damage, the shipper shall in writing notify the agent of the railroad company of the market to which he intended to ship his product. Payment shall be made by the railroad company for such product within thirty days after written claim has been filed with the company therefor. In the event that such railroad company shall fail to make payment as herein provided, or tender the correct amount therefor it shall be liable for an additional fixed sum of fifty dollars for each car as liquidated damages for failure to perform its duty in the premises; such liquidated damages to be recovered in any cause brought for the recovery of damages on the main claim in the event recovery is had thereon.

Sec. 3. Be it further enacted, that in the event the shipper fails or refuses to accept such car or cars, when furnished under condition and as herein required, he shall be liable to the railroad company for the sum of ten dollars per car, and the cost of the first or initial icing, in the event that the same is iced, and should he fail or refuse to pay same within thirty days after written demand therefor, shall be liable for twenty dollars instead of ten as herein fixed, together with the cost of icing, and judgment may be rendered for said sums by any court having jurisdiction of the cause.

Approved August 22, 1907.

LIABILITY OF RAILROADS FOR DAMAGE TO PROPERTY IN TRANSPORTATION.

AN ACT.

To provide that any common carrier receiving property for transportation between points wholly within this State shall be liable for any loss or damage to such property, whether caused by it or by any connecting carrier over whose lines such property may pass; also, to provide a penalty for the failure of any common carrier to adjust and pay within a time specified any just claim for loss or damage to property received for transportation, and for other purposes.

Bills of
lading be-
tween points
within State.

SECTION 1. Be it enacted by the General Assembly of the State of Georgia, That from and after the passage of this Act, any common carrier, railroad, or transportation company, receiving property for transportation between points wholly within this State shall issue a receipt or bill of lading therefor and shall be liable to the holder thereof for any loss, damage, or injury to such property caused by it or by any common carrier, railroad or transportation company to which such property may be delivered or over whose line or lines such property may pass, and no contract, receipt, rule or regulation shall exempt such common carrier, railroad or transportation company from the liability herein imposed: provided, that nothing in this section shall deprive any holder of such receipt or bill of lading of any remedy or right of action which he has under existing law.

Claims
against rail-
road compa-
nies; penalty
for failure
to pay.

SEC. 2. Be it further enacted, That every claim for loss or damage to property, or overcharge for freight, for which any common carrier may be liable shall be adjusted and paid by such common carrier within sixty days in cases of shipments wholly within this State, and within ninety days in cases of shipments between points without and points within this State, after such claim, duly verified by the oath of the claimant, or his agent, shall have been filed with the agent of the initial carrier, or with the agent of the carrier upon whose line the loss or damage or overcharge actually occurred. In the event such claim is not adjusted and paid within the time limited the carrier shall be liable for interest thereon at the legal rate from the date of the filing of the claim until the payment thereof, and shall also be liable for a penalty of \$50.00 for every such failure to adjust and pay said claim, to be recovered by the party damaged in any court of competent jurisdiction; provided that unless such claimant shall in such action recover the full amount claimed no penalty shall be recovered, but the recovery shall be limited to the actual loss or damage or overcharge with interest thereon from the date of filing said claim.

SEC. 3. Be it further enacted, That all laws and parts of laws in conflict herewith be, and the same are, hereby repealed.

Approved August 18, 1906.

CONSTITUTION.

ARTICLE IV.—SECTION II.

Paragraph 1. The power and authority of regulating railroad freight and passenger tariffs, preventing unjust discriminations, and requiring reasonable and just rates of freight and passenger tariffs, are hereby conferred upon the General Assembly, whose duty it shall be to pass laws, from time to time, to regulate freight and passenger tariffs, to prohibit unjust discriminations on the various railroads of this State, and prohibit said roads from charging other than just and reasonable rates, and enforce the same by adequate penalties.

Power to regulate rates and fares.

Par. III. The General Assembly shall not remit the forfeiture of the charter of any corporation now existing, nor alter or amend the same, nor pass any other general or special law for the benefit of said corporation, except upon the condition that such corporation shall thereafter hold its charter subject to the provisions of this Constitution; and every amendment of any charter of any corporation in this State, or any special law for its benefit, accepted thereby, shall operate as a novation of said charter, and shall bring the same under the provisions of this Constitution; *Provided*, That this section shall not extend to any amendment for the purpose of allowing any existing roads to take stock in or aid in the building of any branch road.

Corporations subject to the provisions of this Constitution.

Par. IV. The General Assembly of this State shall have no power to authorize any corporation to buy shares, or stock, in any other corporation in this State, or elsewhere, or to make any contract, or agreement whatever, with any such corporation, which may have the effect, or be intended to have the effect, to defeat or lessen competition in their respective businesses, or to encourage monopoly; and all such contracts and agreements shall be illegal and void.

Corporations not authorized to buy shares tending to defeat competition.

Par. V. No railroad company shall give, or pay, any rebate, or bonus in the nature thereof, directly or indirectly, or do any act to mislead or deceive the public as to the real rates charged or received for freights or passage; and any such payments shall be illegal and void, and these prohibitions shall be enforced by suitable penalties.

No secret rebate allowed.

Par. VI. No provisions of this article shall be deemed, held or taken to impair the obligation of any contract heretofore made by the State of Georgia.

Not intended to impair contracts.

Par. VII. The General Assembly shall enforce the provisions of this article by appropriate legislation.

Appropriate legislation required.

The following references to the laws of the State, on the subject of transportation of passengers and freight by Common Carriers, are here inserted, as relating to matters of general interest:

A

Liability of Railroad Companies as carriers.

Railroad companies are common carriers, and liable as such. Code of Georgia, section 2297.

B

Time of responsibility.

A common carrier is bound to receive all goods and passengers offered that he is able and accustomed to carry, upon compliance with such reasonable regulations as he may adopt for his own safety, and the benefit of the public. Code, Section 2278.

C

What passengers may be refused.

Carriers of passengers may refuse to admit, or may eject from their conveyances, all persons refusing to comply with reasonable regulations, or guilty of improper conduct, or of bad, dissolute, doubtful or suspicious characters. So they may refuse to convey persons seeking to interfere with their own business or interest. Code, Section 2296.

D

Carrier of passengers.

A carrier of passengers is bound also to extraordinary diligence on behalf of himself and his agents, to protect the lives and persons of his passengers. But he is not liable for injuries to the person after having used such diligence. Code, Section 2266.

E

For baggage.

The carrier of passengers is responsible only for baggage placed in his custody, yet a passenger can not relieve himself from liability for freight by assuming to take care of his own baggage. Code, Section 2280.

F

On baggage.

It is the duty of the railroad company to cause their conductors, agents or employees to be provided with checks, so as to check all trunks or separate baggage of passengers from station to station on their roads when required. And it is the duty of the conductor of every passenger train to cause, upon application to him, all trunks and baggage to be checked from any station to any point of destination on their road, or any road running under the control of the company of which he is conductor. (The carrier of passengers has a lien on the baggage, not only for its freight, but for the passenger's fare.) Code, Sections 2281 and 2289.

G

Limit as to value of baggage.

A carrier of passengers may limit the value of the baggage to be taken for the fare paid. In case of loss, however, and though no extra freight has been demanded or paid, the carrier is responsible for the value of the baggage lost, provided the same be only such articles as a traveler for business or pleasure would carry for his or her own use. Code, Section 2288.

H

Railroad companies shall keep in each passenger car, or in any car in which passengers are transported, an adequate supply of good, pure drinking water, at all hours during the day and night, and lights during the night for the use of passengers. Any conductor or agent of a railroad, who, after being requested by a passenger to furnish a sufficient supply of water to the passengers in each car, in the day or night, and light at night, shall pass any depot or station without so doing, may be indicted in any county through which said railroad runs, of which he is agent or conductor, and shall be punished as for a misdemeanor. Code, Section 522 and 523.

I

Common carriers of passengers for hire shall furnish like and equal accommodations to all persons, without distinction of race, color, or previous condition. Code, Section 525. Equal accommodations to all.

J

The conductors of a train carrying passengers are invested with all the powers, duties and responsibilities of police officers while on duty on their trains; *Provided*, nothing herein contained shall affect the liability of any railroad company for the acts of its employees. When a passenger is guilty of disorderly conduct, or uses any obscene, profane, or vulgar language, or plays any game of cards, or other game of chance, for money or other thing of value, the conductor of the train may stop it at the place where such offense is committed, and eject the passenger from the train. Code, Section 902. Police of railroads.

K

Whenever any passenger train on any railroad in this State shall be more than one-half of one hour behind its schedule time when it passes a depot at which there is a telegraph operator, during the hours that such operator is required to be on duty, it shall be the duty of such railroad company to keep posted at every succeeding telegraph station along its line the time such train is behind its schedule; *Provided*, That such bulletin shall not be required to be posted at any station until one-half hour before the regular schedule time at which such train is to arrive at the station at which such bulletin is required to be kept. Code, Section 2235. Posting time of delayed trains.

L

One who pursues the business constantly or continuously for any period of time, or any distance of transportation, is a common carrier, and as such is bound to use extraordinary diligence. In cases of loss the presumption of law is against him, and no excuse avails him unless it was occasioned by the act of God or the public enemies of the State. Code, Section 2264. Carriers bound to extraordinary diligence.

M

A common carrier can not limit his legal liability by any notice given, either by publication, or by entry on receipts given, or tickets sold. He may make an express contract, and will then be governed thereby. Code, Section 2276. Effect of notice to limit.

N

Bound to deliver without unreasonable delay.

The common carrier is bound not only for the safe transportation and delivery of goods, but also that the same be done without unreasonable delay. Section 2282.

O

Time of responsibility.

The responsibility of the carrier commences with the delivery of the goods, either to himself or his agent, or at the place where he is accustomed or agrees to receive them. It ceases with their delivery at destination according to the direction of the person sending or according to the custom of the trade. Code, Section 2279.

P

Carrier has lien on goods.

The carrier has a lien on the goods for freight, and may retain possession until it is paid, unless this right is waived by special contract or actual delivery. This lien exists only when the carrier has complied with his contract as to transportation. He can recover *pro rata* for the actual distance transported when the consignee voluntarily receives the goods at an intermediate point. Code, Section 2287.

Q

Fraud on carrier.

The carrier may require the nature and value of the goods delivered to him to be made known, and any fraudulent acts, sayings or concealment by his customers will release him from liability. Code, Section 2290.

R

Freight lists, how made out.

All freight bills or freight lists charged against or to be collected out of any person for whom a railroad shall carry freight in this State shall contain the items of freight charged in said bills or freight lists by some certain and specific description before they shall be collectible. Code, Section 2293.

S

Freight receipts to be issued.

Whenever any person shall deliver property of any description, to a railroad, steamboat, or express company, for transportation, said company shall upon demand, furnish the party so delivering a valid receipt which shall specify the shipping marks and numbers thereon, and the weight of the property thus delivered, whenever the value can be estimated by weight; and in all cases where the value can not be thus estimated, the receipt shall give a general description of the property, and shall also specify, as near as practicable, the quantity or value thereof, and also the place of destination; and any agent or officer of such company violating the provisions of this section, shall be guilty of a misdemeanor. Code, Section 602.

T

Duplicate freight receipts.

All railroad companies in this State shall, on demand, issue duplicate freight receipts to shippers, in which shall be stated the class or classes of freight shipped, the freight charges over the road giving the receipt, and, so far as practicable, shall state the freight charges over other roads that carry such

freight. When the consignee presents the railroad receipt to the agent of the road that delivers such freight, such agent shall deliver the article shipped on payment of the rate charged for the class of freights mentioned in the receipts. Code, Section 2200.

U

Where there are several connecting railroads under different companies, and the goods are intended to be transported over more than one railroad, each company shall be responsible only to its own terminus, and until delivery to the connecting road; the last company which has received the goods as "in good color" shall be responsible to the consignee for any damage (open or concealed) done to the goods, and such companies shall settle among themselves the question of ultimate liability. Code, Section 2298.

Liability of railroads where there are several.

V

Railroads are required to switch off and deliver to any connecting road of the same guage all cars consigned to points on or beyond such connecting road. Code, Section 2212. They are also required, at the terminus or any intermediate point, to receive from the connecting road of the same guage, when offered, all cars consigned to any point on the road to which the same is offered, and transport said cars to their destination with reasonable diligence. Code, Section 2302.

Roads required to deliver to and receive cars from connecting roads.

W

Whenever any railroad company in this State shall weigh any cars loaded with freight to be shipped and charged for by the car-load, such weighing shall be done by a sworn weigher, as provided for the weighing of cotton, rice and other produce. Code, Section 2309. When such cars are weighed singly, they shall be uncoupled at both ends and weighed one at a time. Code, Section 2310.

Weighing by sworn weigher.

When any railroad company shall transport timber, lumber, or other like articles of freight, which, from length, laps over from one car to another, such company may cause as many as two or three of such cars so loaded to be weighed together, after uncoupling them at both ends from other cars, and in all such instances the aggregate weight of the freight upon said two or three cars shall be averaged so that each of the cars shall be charged with an equal amount of the total weight, and the shipper be made to pay freight as if each of the cars so weighed together did actually contain an equal portion of the whole load; *Provided*, That in such cases the shipper shall not pay less than the amount of freight due on full car-loads. Code, Section 2311.

When lumber, etc., laps from one car to another.

X

No railroad corporation organized or doing business in this State shall make any unjust discrimination in its rates or charges of toll for the transportation of passengers, or freight of any description, or for the use and transportation of any railroad car on its said road, or upon any of the branches thereof, or upon any railroads connected therewith which it has license to operate, control or use. Nor shall any railroad company discriminate in its rates or tariffs of freight in favor of any line or route connected with it as against any other line

Unjust discrimination prohibited.

or route, nor when a part of its own line is sought to be run in connection with any other route, shall such company discriminate against such connecting line, or in favor of the balance of its own line, but shall have the same rates for all, and shall afford the usual and like customary facilities for interchange of freight to patrons of each and all lines alike. See Code, Sections 2188 and 2214.

The *Proviso* to the first section of the Interstate Commerce Law reads as follows:

Provided, however, That the provisions of this Act shall not apply to the transportation of passengers or property, or to the receiving, delivering, storage or handling of property, wholly within one State, and not shipped to or from a foreign country from or to any State or Territory as aforesaid.

GENERAL RULES.

RULE 1.

The word "Company," as used and intended by any and all of the rules and regulations of the Commission, shall be deemed and taken to mean and include all corporations, companies, firms and persons that may now be engaged, or that may hereafter become engaged, in performing for hire any service to the public that is now, or that shall hereafter be, subject by law to the jurisdiction or control of the Commission.

Definition of
the word
"Company."

RULE 2.

The several companies, in the conduct of their intra-state business, shall afford to all persons equal facilities in the conduct of such business, without unjust discrimination in favor of, or against, any; and wherever special facilities are afforded to one patron, whether upon a special rate authorized by this Commission, or otherwise, such company shall be bound to afford to any other patron, or patrons, under substantially similar circumstances, like facilities upon like rates.

All unjust
discrimina-
tion forbid-
den.

The rate charged for any service, by any company, shall be bona fide and public; and the giving of any rebate, bonus or "draw-back" is hereby expressly forbidden.

All rates
bona fide.
No rebates.

RULE 3.

All of the rates prescribed by the Commission are maximum rates, which shall not be exceeded by any company.

Rates of
Commission
are maxi-
mum rates.

Any company may charge less than the prescribed maximum rate, provided that, if a less rate be charged to one person, such company shall, for a like service, charge the same lessened rate to all persons, except as may be hereafter provided; and if any company shall reduce any of its rates to or from one agency or station, it shall, except in cases where otherwise specially provided by the Commission, make a reduction of the same percentage to and from all other stations on its line, to the end that no unjust discrimination be made in favor of, nor against, any person, persons or locality.

Rates may be
reduced be-
low maxi-
mum pro-
vided no
discrimina-
tion is made.

RULE 4.

Each company shall keep conspicuously posted at all of its stations, offices and agencies in Georgia, a copy of the schedule or schedules of rates prescribed by the Commission for the government of such company.

Tariffs to
be kept
posted.

When any change is made in such schedule, either by such company voluntarily, or pursuant to an order of the Commission, such company shall imme-

Changes in
tariffs to
be posted.

diately furnish a copy of said change to the office of the Commission, and shall also post copies thereof in the same manner as above specified, as notice to the public that said change has been made.

Advances
and reductions.
Notice of.

No advance in any rate, whether it be a maximum rate, or otherwise, shall be made without the consent of this Commission first being obtained, nor shall such advance become effective until ten days thereafter; and no reduction in any rate shall become effective until three days, after notice has been given, as above required.

RULE 5.

Special rates
must be approved by
Commission.

All special rates, made by any company for any service to be rendered, shall first be submitted to and approved by the Commission before being put in effect.

RULE 6.

Long lines
allowed to
meet short
lines rates

If, between any two points in Georgia, there are two or more routes, whether composed of the lines of one or more companies, the rate for any service via any of such routes, between such points, may be reduced to correspond with the lowest rates for similar service in effect between the said points, without making reductions at intermediate points.

Georgia
points may
be put on
equality with
points in
other States.

Any rate, to or from any Georgia point, may be so reduced as to place such Georgia point on an equality with any competitive point in another State, without making any reduction in rates to or from other stations not similarly situated, with respect to such competitive rates.

Rates for
short distance
not to exceed
long distance.

Provided, That in no case shall the rate charged for any service for a given distance be greater than the rate for a similar service over a longer distance, by the same company.

RULE 7.

Rates apply
in both directions.

All rates effective in this State, except in cases otherwise specified, shall apply in either direction, over the same line, between the same points.

RULE 8.

Duty to accept
and transport
goods.

It shall be the duty of any company to accept for transportation any goods, the carriage of which by such company is reasonably safe and practicable, and to transport the same by the train for which they are offered.

RULE 9.

Exact charge
may be collected.

In no case shall any company collect for any service more than the exact amount due according to the current rate.

If any company shall fail to make the necessary change of money to enable it to collect such exact amount, then the next lower amount ending in 5 or 6 shall be charged.

RULE 10.

All just claims for overcharge and loss shall be paid within thirty days after claim, supported by proper papers, is made therefor. Claims for loss shall be paid by the company at fault, but claims for overcharge shall be paid by the company which collected same, and through the office or agency by which the same was collected, regardless of any division or apportionment of such total charge with any other line.

Claims for overcharge and loss.

RULE 11.

Each company shall file in the office of the Commission, on or before the last day of each month, a report, duly sworn to, showing fully and in detail the earnings and expenses of such company during the month preceding.

Monthly Reports.

And each of said companies shall, on or before the fifteenth day of September of each year, file in the office of the Commission an annual report, duly sworn to, showing fully and in detail the operations of such company during the preceding fiscal year, to wit: from July the first to June the thirtieth, both inclusive.

Annual Reports.

All of said reports shall be rendered on, and in accordance with, the printed forms that the Commission will prescribe and furnish for that purpose.

Blanks furnished by Commission.

In addition to the foregoing, each of such companies shall furnish such other reports and information as the Commission may require from time to time.

Other information to be furnished when required.

Furthermore, it shall be the duty of each of said companies to produce for the inspection of the Commission any and all books, papers, contracts, agreements and other original records, of any character whatsoever, that may be in possession of said company, or within its power, custody or control, or copies thereof, as may be demanded and designated by the Commission.

Books, etc., to be produced.

RULE 12.

All complaints made to the Railroad Commission, of alleged grievances, must plainly and distinctly state the grounds of complaint, the items being numbered, and objections all being set forth in writing.

How to bring complaints; rules of procedure.

In like manner, all defenses must be distinctly made in writing, and the items correspondingly numbered, as above stated.

These specifications, whether of complaint or of defense, may be accompanied, if the parties so desire, by any explanation or argument, or by any suggestion, touching the proper remedy or policy. The parties may also be heard in person, or by attorney, or by written argument, upon such written statements being first filed.

Arguments may be either made in person or in writing.

Unless otherwise expressly ordered, upon the hearing of all causes that may hereafter come on to be heard before the Commission, the respective parties shall present the testimony of their witnesses by affidavits, in like manner as the same are now by law required to be submitted upon the hearing of applications for injunctions.

Testimony to be submitted in writing.

When affidavits must be filed.

All affidavits, intended to be offered by either party, shall be served upon the opposite party, his counsel or agent having control of his case, at least three days, and all counter-affidavits at least twelve hours, before the day set for their hearing. This rule of procedure will be varied only when, in the exercise of a sound discretion, this Commission shall be of the opinion that a departure from the letter thereof may be necessary to the attainment of substantial justice.

RULE 13.

Right reserved to suspend or modify any regulation.

The Commission reserves the right to suspend or modify, at its discretion, the enforcement of any of its rules, rates, orders or other regulations, where, in its opinion, the conditions are such, in any particular instance, that a strict enforcement of such rules, or other regulations, would result in hardship or injustice.

PASSENGER RULES.

RULE 1.

Rates prescribed are maximum rates. Low rates for children.

Each railroad company in Georgia may charge for the transportation of passengers between points in this State the maximum rates prescribed for such railroad by this Commission; and in every instance the rates for children over five years, and under twelve years of age, shall be not over one-half of the maximum rate prescribed for adults.

Provided, That any railroad company may collect no more than ten cents as a minimum charge, for a full or half rate, between regular stations, when the actual fare would be less than that amount.

RULE 2.

Minimum fare of ten cents allowed.

At all places where, by the exercise of reasonable diligence, the requisite tickets may be purchased, it shall be the duty of all persons to provide themselves therewith before boarding trains as passengers.

Tickets should be purchased.

If, at such a place, a person shall board a train, and has, for want of reasonable diligence on his part, failed to supply himself with the requisite ticket, the railroad company may collect for each mile that may be traveled by such person without the requisite ticket, in addition to the maximum prescribed rate, as follows:

Extra charge unless tickets are purchased.

For a passenger over five, and under twelve years of age, one-half of one cent. For a passenger twelve years of age, and over, one cent.

RULE 3.

Baggage allowed.

The payment of fare between any given points in Georgia shall entitle the passenger to the transportation of at least one hundred and fifty pounds of baggage, in the same direction, between those points, without extra charge.

For the transportation of baggage that may be in excess of one hundred and fifty pounds, between points in this State, the following excess baggage rates may be collected, viz.:

EXCESS BAGGAGE TARIFF.**For all Baggage Over 150 Pounds**

For	20 miles and under	10 cents per 100 pounds.	Excess baggage rates.
For	30 miles and over 20	15	" "
"	40 " " 30	20	" "
"	60 " " 40	25	" "
"	70 " " 60	30	" "
"	80 " " 70	35	" "
"	90 " " 80	40	" "
"	100 " " 90	45	" "
"	110 " " 100	50	" "
"	120 " " 110	55	" "
"	130 " " 120	55	" "
"	140 " " 130	60	" "
"	150 " " 140	65	" "
"	160 " " 150	70	" "
"	170 " " 160	75	" "
"	180 " " 170	80	" "
"	190 " " 180	85	" "
"	200 " " 190	90	" "
"	210 " " 200	95	" "
"	220 " " 210	1.00	" "
"	230 " " 220	1.05	" "
"	240 " " 230	1.10	" "
"	260 " " 240	1.15	" "
"	290 " " 260	1.20	" "
"	320 " " 290	1.25	" "
"	350 " " 320	1.30	" "
"	400 " " 350	1.35	" "
"	450 " " 400	1.40	" "

NOTE.—The above Tariff is subject to the provisions of Freight Rule No. One of the Commission.

RULE 4.

All railroad, depot or terminal companies in this State, shall receive at all stations where they have agents all baggage, proper for transportation, presented by prospective passengers, or their agents, and issue on demand a claim check for the same, and upon presentation by the holder of such claim check with transportation, said company shall issue train checks.

Must receive baggage and issue claim checks.

RULE 5.

If such baggage is not checked within twenty-four hours after being so received, such companies are authorized to charge twenty-five cents for storage of the same for each separate twenty-four hours, or fraction thereof, after the expiration of said twenty-four hours,—Sundays and legal holidays excepted.

Storage charges.

RULE 6.

Baggage must be checked 15 minutes before train leaves.

Railroad companies shall not be required to send any baggage on any train unless the baggage shall have been checked fifteen minutes before the departure of that train.

RULE 7.

Excursion rates exempted.

Nothing in the rules of this Commission shall be construed as placing any restriction upon the privilege of railroad companies to make special rates for excursions or for any other special occasion.

RULE 8.

Must sell tickets at depots.

All of the various kinds of tickets that may be on sale at any and all other offices of a given railroad company, in any given town or city, shall likewise be kept on sale at the depot ticket-office of such railroad company in such town or city, at the same prices.

RULE 9.

Comfortable cars and waiting-rooms.

All passenger waiting-rooms and passenger-cars in use by railroads in this State shall be kept supplied with drinking-water, and shall be so lighted, heated, ventilated and equipped as to render the occupants of the same reasonably comfortable, the circumstances of each case being considered.

RULE 10.

Waiting-rooms to be opened before arrival of trains.

At junction points, railroad companies shall be required to open their depot waiting-rooms for the accommodation of the traveling public, at least thirty minutes before the schedule time for the arrival of all passenger-trains.

At non-junction stations.

At local, or non-junction points, all such waiting-rooms shall likewise be opened *provided*, that the same shall not be required to be opened, nor kept open, after ten o'clock, p. m., except for delayed trains due before that hour, in which case such rooms shall be kept open until the actual arrival of such delayed trains.

RULE 11.

Delayed trains must be bulletined.

Whenever any passenger-train on any railroad in this State shall be more than one-half of one hour behind its schedule time, it shall be the duty of said railroad to bulletin, and to keep posted at each of its telegraph stations along its line, between such delayed train and its destination, notice of the time such train is behind its schedule time, and the time of its arrival at such stations, as nearly as can be approximated.

RULE 12.

Notice to be given of obstructions.

Whenever there is, by reason of accident or otherwise, a break or obstruction on the line of any railroad company in this State that will probably delay any passenger-train on said railroad, it shall be the duty of said railroad company

to cause notice thereof to be bulletined at all stations, at and between such passenger-train and the place so obstructed; and said railroad company shall cause notice of such obstruction, and the delay that will probably be caused thereby, to be given to the passengers aboard such train, before the same shall leave such stations.

RULE 13.

All passenger-trains operated in this State shall, at all stations where such trains stop, either upon flag or regular schedule, be brought to a standstill with such relation to the waiting-rooms of the station building, or other passenger facilities at said station, as will render egress from and ingress to said trains most practicable and convenient for the passengers, without reference to the convenient handling of baggage or other freight.

Convenient
stopping of
passenger
trains.

RULE 14.

No person shall be permitted to board a train, or enter a car in which passengers ride, in this State, with a loaded gun, and all breech-loading guns shall be unbreeched on boarding such train or entering such car.

Guns on
passenger
trains.

Conductors of railway trains are authorized to see to the enforcement of this rule, and failure on the part of any passenger to comply with the terms hereof shall be cause for ejecting such passenger from the train.

FREIGHT RULES.

RULE 1.

Where, in this State, two or more connecting lines of railroad are operated by, or under, one management or company, or where the majority of the stock of each of two or more railroad companies, whose tracks connect, is owned or controlled, either directly or indirectly, by any one of such companies, the lines of railroad of all of such companies shall, within the meaning and intent of the rules of the Commission, be considered as constituting but one and the same railroad, and rates for the carriage of freight over such railroads, or any portion thereof, shall be computed upon a continuous mileage basis, the same as upon the line of a single railroad company, whether such railroads have separate boards of directors or not.

Continu-
ous mileage
rates when
applicable.

RULE 2.

Railroads shall promptly receive goods offered for shipment, and shall, when so required by the consignor, issue duplicate receipts or bills of lading therefor.

Freight to
be prompt-
ly received.

Such bills of lading shall show separately and in detail the weight and freight-class of each kind of goods embraced in the shipment, and the total rate per hundred pounds, per ton or per carload, as the case may be, to be charged for transporting each class to the destination named in such bill of lading.

Bills of
lading,
what they
must show.

Prompt
delivery of
freight to
consignees.

When such bill of lading is presented at destination to the agent of the railroad that is to deliver such freight to the consignee, it shall be the duty of the railroad to deliver said goods, either to the consignee, or his order, upon payment of the freight and other charges lawfully due thereon.

Expense
bills, what
they must
show.

The expense bill then issued to such consignee by such railroad shall show separately the weight, the rate and the total charge upon the goods embraced in each separate class of freight composing the shipment.

RULE 3.

Prompt in-
terchange
of freight.

All connecting railroads in Georgia shall promptly receive from and deliver to each other all freight intended to pass over their respective lines, or parts thereof, in order to reach its destination; and no railroad shall prevent, delay or obstruct, either by act of omission or commission, the prompt interchange of such freight, to the end that the transportation and delivery thereof to the consignee may be accomplished with the greatest practicable dispatch.

RULE 4.

Actual
weights to
govern.

Unless otherwise specially provided by the rules or classification of the Commission, every railroad shall assess its charges for transporting a shipment, of any class, upon the actual weight thereof, and at the lowest rate of freight actually in force upon said railroad on goods of the same class, whether such rate be prescribed by the Commission, or otherwise.

Minimum
freight
charge.

Twenty-five cents may be collected, however, as a minimum charge for transporting any shipment, however small, subject to Freight Rule Number twenty seven.

RULE 5.

Rates for
over 250
miles and
under 20
miles.

Any railroad, or any line of connecting railroads, may reduce any rate for the transportation of freight between any points on their lines that may be less than twenty, or more than two hundred and fifty miles apart, without making corresponding reductions for distances over twenty and less than two hundred and fifty miles.

No unjust
discrimi-
nation to
be made.

Provided, That where such a reduction is made in a rate for the carriage of freight between any two points more than two hundred and fifty miles apart by any railroad or connecting lines of railroads, a similar reduction shall be made for the carriage of similar freights between all other points on said railroads that may be more than two hundred and fifty miles apart, to the end that no unjust discrimination may be made against any point or points on said railroads under substantially similar circumstances and conditions.

RULE 6.

Actual
weights to
apply.

Unless otherwise provided by the Commission, all freight charges shall be assessed upon the actual weight of the goods transported, when such actual weight can be ascertained.

In the case of carload shipments, such actual weights shall be ascertained by a sworn weigher, who shall balance the scales immediately before weighing each car, and shall see to it that the car to be weighed is free from all bearing of any other car or cars, except where the articles of freight being shipped are loaded on two or more cars, lapped. Actual weights, how ascertained.

Such sworn weigher shall keep a complete record of such weights, and shall attach to the bill of lading issued for such shipment by the railroad company a certificate, according to the following form: Sworn weigher, duties of.

WEIGHER'S CERTIFICATE.

I,sworn weigher for the Certificate of weight.
 Rail, at, do certify on oath that I, this
 day ofweighed car numberof the
 Railroad, loaded with, and that the gross weight of said car was.....
 pounds; that the marked weight of said car was.....pounds; that said car,
 while being weighed, was disconnected (except where articles lapped), and that
 it was free from all bearing of other car or cars; that the scales so used were
 balanced immediately before weighing said car; and that, to the best of my
 knowledge, the above-mentioned weights are correct.

[Signed]

.....
 Weigher forRailroad,

At

ESTIMATED WEIGHTS.

RULE 7.

With the exception of ale, beer, live stock and empty barrels and kegs, when shipped in less than carload lots (which may be carried upon a basis of estimated weight in all cases), all articles for which estimated weights are provided by the Commission, shall be accepted for transportation at the actual weight thereof, when such actual weight can be ascertained as elsewhere prescribed by the Commission. Estimated weights.

Where such actual weights can not be so ascertained, the following named articles shall be accepted and transported by railroad companies, according to the scale of estimated weights below given.

LUMBER, LIME, ETC.

	Per 1,000 Feet.
White Pine and Poplar thoroughly seasoned	3,000 lbs.-
White Pine and Poplar, green	4,000 "
Yellow Pine, Black Walnut, Ash, seasoned	4,000 "
Yellow Pine, Black Walnut, Ash, green	4,500 "
Yellow Pine Boards, two inches and less, seasoned and undressed	3,500 "
Yellow Pine Boards, two inches and less, dressed and seasoned ...	3,000 "
Oak, Hickory, Elm, seasoned	4,000 "
Oak, Hickory, Elm, green	6,000 "
Flooring and Ceiling, matched and dressed, 1½ inches	2,500 "
Beveled Weather Boards, dressed	1,500 "
Hoop-poles, Staves and Heading, dry, carloads, to depth of 50 inches..	24,000 "
Hoop-poles, Staves and Heading, green, car loaded to depth of 43 in..	24,000 "
Shingles, dry, per 1,000	450 "
Shingles, green, per 1,000	500 "
Laths, dry, per 1,000	475 "
Laths, green, per 1,000	700 "
Tan Bark, dry, per cord	2,000 "
Tan Bark, green, per cord	2,600 "
Fence Posts and Rails and Telegraph Poles, per cord	3,500 "
Clay, per cubic yard	3,000 "
Sand, per cubic yard	3,000 "
Gravel, per cubic yard	3,200 "
Stone, undressed, per cubic foot	160 "
Lime, per bushel	80 "
Coal, per bushel	80 "
Coke, per bushel	40 "
Portland Cement, per barrel	400 "
Other Cements	300 "

CANNED GOODS.

2½ pounds	2 dozen cans per case, 60 pounds.
1½ "	4 " " 70 "
1½ " flat	2 " " 36 "
1 "	2 " " 22 "
1 "	4 " " 42 "
2 "	2 " " 42 "
3 "	2 " " 65 "
6 "	1 " " 65 "
1 gallon can,	½ " " 45 "
1 " "	1 " " 90 "
Tall 1 pound cans	2 " " 24 "
" 2 " "	2 " " 50 "
" 1 " "	4 " " 46 "

LIVE STOCK.

	Each.
One Horse, Mule or Horned Animal	2,000 lbs.
Two Horses, Mules or Horned Animals	3,500 lbs.
Each additional Horse, Mule or Horned Animal	1,000 lbs.
Stallions, Jacks and Bulls	3,000 lbs.
Mare and Foal, together (for both)	2,500 lbs.
Colts, under one year old, except Stallions	1,000 lbs.
Shetland Ponies, any age	1,000 lbs.
Cow and Calf, together (for both)	2,500 lbs.
Cattle, under one year old	1,000 lbs.
Sheep, not boxed nor crated	175 lbs.
Sheep in lots of 5 or more, not boxed nor crated	150 lbs.
Lambs, not boxed nor crated	100 lbs.
Lambs in lots of 5 or more, not boxed nor crated	75 lbs.
Hogs for market	350 lbs.
Pigs and Stock Hogs	125 lbs.
Pigs, Hogs, Sheep, etc., boxed, actual weight, with minimum weight of	100 lbs.

The maximum rates prescribed by the Commission for the transportation of Live Stock are based upon the following maximum valuation:

Horses and Mules, not over	\$120 00 each.
Horned Cattle, not over	50 00 each.
Stallions, Jacks and Bulls, not over	150 00 each.
Fat Hogs and Fat Calves, not over	15 00 each.
Lambs, Stock Hogs, Stock Calves, not over	5 00 each.

Where consignors offer their animals for shipment at valuations in excess of the valuations above given, carriers may charge the following percentages of increase above the prescribed maximum rate of freight:

Over \$150 00 and not over \$ 400 00, add 30 per cent.
Over 400 00 and not over 600 00, add 50 per cent.
Over 600 00 and not over 800 00, add 60 per cent.
Over 800 00 and not over 1,000 00, add 100 per cent.

Extra
charge for
high val-
uations.

Over \$1,000 subject to special rate by contract between the shipper and the carrier.

Live stock
regula-
tions.

A railroad shall not be required to accept live stock for transportation at the released or owner's risk rate, unless a contract to that effect be executed by and between such railroad and the shipper.

Railroads shall not be required to accept for transportation a mixed shipment of different kinds of live stock, other than at the risk of the shipper.

If horses be not included in such a mixed shipment, the rate for cattle shall apply.

If horses be included in such a mixed shipment, the rate for horses shall apply.

Shippers may be required to feed, water and care for live stock at their own expense.

When the same is done by the carrier, the actual expense of so doing may be collected upon the shipment.

It shall be the duty of railroad companies, without extra charge, to transport one way only on the same train with any shipment of live stock, an attendant or attendants, as the shipper may designate, not to exceed the following:

For one to three cars, inclusive, one attendant.

For four to seven cars, inclusive, two attendants.

For eight cars, or over, three attendants.

RULE 8.

Fractions,
how dis-
posed of.

Fractions that occur in the net rate, after adding or deducting any percentage applicable to the Standard Tariff, shall be disposed of as follows:

If such rate applies to Class G, or to any other class where fractions are shown by the Standard Tariff, fractions of three-fourths of a cent. or over, shall be computed as one cent; and fractions less than three-fourths but not less than one-fourth of a cent, shall be computed as half a cent. Fractions of less than one-fourth of a cent shall be dropped. Example:

Ex. 1.—Standard Rate... 6.5
25 per cent. added 1.6

Total 8.1 from which deduct fraction, leaving desired
rate of 8 cents.

Ex. 2.—Standard Rate... 9.5
20 per cent. added 1.9

Total 11.4 Substituting 5 for the fraction, the desired
rate is 11.5 cents.

Ex. 3.—Standard Rate .. 8
20 per cent. added 1.6

Total 9.6 Substituting 5 for the fraction, the desired
rate is 9.5 cents.

Ex. 4.—Standard Rate ... 5.5
25 per cent. added 1.3

Total 6.8 Adding a unit instead of a fraction, the
desired rate is 7 cents.

If such rate applies to Class No. One, or to any other class where the Standard Tariff does not show fractions of a cent, fractions of a half cent, or over, shall be computed as one cent; and fractions less than half a cent shall be dropped. Example:

Ex. 1.—Standard Rate.. 17.
20 per cent. added 3.4

Total 20.4 Deducting the fraction, the desired rate is
20 cents.

Ex. 2.—Standard Rate... 18.
20 per cent. added 3.6

Total 21.6 Estimating the fraction as a unit, the de-
sired rate is 22 cents.

RULE 9.

Regardless of any percentage of increase above the Standard Tariff that may be allowed by the Freight Classification in classifying any given article or class of freight, the Standard Tariff only shall be the basis for computing any percentages in addition to Standard Tariff rates that may be allowed by the Commission to any particular railroad in its individual freight tariff, on the same article or class, to the end that no railroad may apply more than one percentage of increase to the Standard Tariff rate in any instance.

Percent-
ages of in-
crease,
how ap-
plied.

But, on the contrary, where the Freight Classification specifies a percentage of decrease below the Standard Tariff on any article or kind of freight, then the rate so reduced, and not the full Standard Tariff rate, shall be the basis for computing the increased percentages allowed by the Commission to an individual railroad, as above specified.

Percentage
of decrease.

No railroad shall charge more than the Standard Tariff rate on any article that, in the Freight Classification, is assigned to a certain class "without percentage," regardless of any percentage of increase that may be allowed upon other articles in said class.

How to ap-
ply per-
centages of
increase.

RULE 10.

Rates for the transportation of any article that is not included in the Freight Classification may be assessed as if upon the article most analogous to it that is included in said Commission.

Articles
not in-
cluded in
Classifica-
tion.

RULE 11.

The several railroad companies of this State, in the conduct of their intra-state business, shall at all terminal and connecting points, to any other railroad company whose tracks are of the same gauge, afford under substantially similar circumstances equal facilities for the interchange of freight, and upon like terms and conditions, whether in carload lots or less, without discrimination in favor of, or against, any; and wherever special facilities are afforded to one such railroad company, in the interchange and delivery of freight, either to consignees or to connecting lines, whether upon a special rate authorized by this Commission, or otherwise, such company shall be bound to afford to all other connecting lines under like and substantially similar circumstances, like facilities upon like terms and rates.

Equal fa-
cilities to
all rail-
roads.

RULE 12.

Discretionary reduction on these articles.

Railroad Companies may, at their discretion, reduce rates on Ores, Sand, Clay, Stone, Brick, Bone, Lumber, Shingles, Laths, Staves, Empty Barrels, Wood, Syrup, Sugar-cane, Straw, Shucks, Hay, Fodder, Corn in ear, Tanbark, Turpentine, Rosin, Tar, and Household Goods, below the maximum rates prescribed by the Commission, *provided*, that in so doing, no unjust discrimination be made against any place or person.

RULE 13.

Loading and unloading to be done by shipper.

It shall be the duty of consignors and consignees to load and unload shipments of naval stores in carload lots, and any goods in classes L, M, N, O, and P; and whenever railroad companies are required to do such loading or unloading, the actual cost thereof may be collected upon such shipment.

RULE 14.

L. C. L. rate not to exceed C. L.

In no case shall the amount collected for transporting a less than carload shipment exceed what the amount would be for transporting a minimum carload of goods of the same class, over the same railroad, between the same points.

C. L. rate per 100 lbs. must not exceed L. C. L.

In no case shall the charge per hundred pounds for transporting a carload shipment exceed the actually current rate per hundred pounds on goods of the same class, over the same railroad, between the same points, when shipped in lots less than a carload.

RULE 15.

Flag stations; shipments from and to.

Freight that is forwarded from any point other than a regular agency station (except as otherwise provided in Rule No. 23) may be billed, and freight charges may be assessed thereon, as if shipped from the first agency station in the opposite direction, or next further removed from the point of destination; and likewise, freight forwarded to such a point may be billed, and freight charges may be assessed thereon, as if shipped to the first agency station beyond the point of actual destination.

Excessively higher rate prohibited.

Provided, however, That in no case shall any rate be thus made higher than it would be for a distance greater by five miles than the distance such shipment is actually transported.

RULE 16.

Extra heavy articles; charges for handling.

For each necessary handling of any extra heavy article, either in loading the same on, or in unloading the same from cars, railroads may collect as a maximum compensation for such service, as follows:

Under 2,000 pounds, no extra charge for handling.

For 2,000 pounds and under 3,000 pounds.....	\$ 3 00
For 3,000 " " " 4,000 pounds.....	5 00
For 4,000 " " " 5,000 pounds.....	7 00
For 5,000 " " " 6,000 pounds.....	8 00
For 6,000 " " " 7,000 pounds.....	10,000
For 7,000 and over, in proportion.	

When any article is too long, too bulky, or too heavy, to be carried by ordinary cars, its transportation shall be a matter of special contract between the carrier and the shipper.

Special contract if car insufficient.

RULE 17.

Railroads may charge, for transporting freight on regular passenger-trains, one and one-half times the regular freight rate for the carriage of the same shipment by freight train between the same points.

Passenger trains; rates of freight on.

RULE 18.

Where short of 100 miles the actual distance that a shipment may be carried is not shown by the Standard Freight Tariff, charges may be collected as for the distance that is shown by said Standard Tariff most nearly approximating the actual distance. For example: If the actual distance be 48 miles, the 50 mile rate may apply; for 47 miles, the 45 mile rate shall apply.

Distances, regulations concerning.

For distances over 100 miles, where the actual distance is not shown by the Standard Freight Tariff, the next greater distance shown shall govern. For example: If the actual distance be 101 miles, the rate for 110 miles may apply.

Over 100 miles.

RULE 19.

A ton, as intended by all of the regulations of the Commission, is 2,000 pounds unless otherwise specified.

Ton, Definition of.

Unless otherwise specified in the Freight Classification of the Commission, a minimum carload is ten tons.

Minimum carload.

Where the weight of a shipment of any class of freight exceeds the weight specified as the minimum carload of such class, a proportionately increased freight charge may be collected.

Carloads in excess of minimum weight.

A carload shipment shall be a consignment of at least the specified minimum carload weight of one class of freight, at one time, by one consignor, from one point of consignment to one consignee, at one point of delivery.

Carload shipment, definition of.

RULE 20.

Where, owing to the length, size, or other peculiarity of articles composing a shipment, such as lapped lumber, more than one car is required for the transportation thereof, freight charges may be assessed as if upon the prescribed minimum carload weight of such freight, multiplied by the number of cars so employed, regardless of how much less the actual weight of such shipment may be.

Lapped lumber, etc.

RULE 21.

Where, pursuant to any rules or orders of the Commission, or otherwise, it shall become the duty of a railroad company, or where such company shall voluntarily undertake, to transport poles, wire and other materials for the construction, maintenance, operation or repair of telegraph or telephone lines, and

Telegraph material; distribution of on right of way.

to distribute such materials along or upon its right of way between stations in this State, as desired by the consignor, the following regulations shall govern:

All such freights shall be billed at current tariff rates from the point of shipment to the first regular station next beyond the last intermediate place where any of such material is to be unloaded. The consignor shall furnish all labor necessary to effect such distribution. For the extra service and hazard of stopping cars and engines between stations as above indicated, the railroad company may charge and collect ten dollars per car in addition to the current tariff rates; it being understood that no regulation of this Commission shall require such distribution service to be performed, except for telephone and telegraph companies duly chartered according to law.

RULE 22.

A railroad company, whose line of road does not exceed ten miles in length, may assess and collect freight charges on any shipment transported by it between any points on its line, as if said shipment were carried ten miles.

RULE 23.

A charge of no more than two dollars per car, without regard to its weight or contents, will be allowed for transporting, switching or transferring a loaded car from any point on any railroad to any connecting railroad, or to any warehouse, side-track or other customary point of delivery that may be designated by the consignor, within a distance of three miles from the point of starting.

When in the transfer, switching or transportation of a car between such points, it is necessary to pass over the track or tracks of any intermediate railroad or railroads, said maximum charge of two dollars shall be equitably divided between the railroads at interest.

When a charge is made for the transfer, switching or transportation of a loaded car between such points, no additional charge shall be made for the accompanying movement of the empty car in the opposite direction.

Provided, That this rule shall not interfere with any prevailing legal rate for the transportation of freight between different stations, but shall apply only to switching movements or service incident to the forwarding or delivery of shipments, and to local transportation movements or service between points, both of which are situated at or immediately adjacent and tributary to a single station, and within the customary yard or switching limits thereof.

RULE 24.

No regulation of the Commission shall be construed as requiring or authorizing the use of any property of one railroad company by another railroad company, for any purpose whatever, without the consent of the owner of such property.

Ten mile
minimum
for short
trips.

Transfer
or switch-
ing charge.

Joint
charges to
be equit-
ably di-
vided.

Empties
returned
without
extra
charge.

Rates be-
tween dif-
ferent sta-
tions not
to be dis-
turbed.

Use of
property
by another
railroad
not au-
thorized.

RULE 25.

At all of their agencies in Georgia cities and towns having less than 10,000 inhabitants each, according to the most recently published National census, railroads shall receive all freight properly offered for transportation, and shall make the usual deliveries of freight to consignees, at all times on each day (Sundays excepted) between the hours of seven o'clock a. m., and twelve o'clock noon, and between one o'clock p. m. and six o'clock p. m., from April the first to September the thirtieth, inclusive; and between the hours of seven o'clock a. m. and twelve o'clock noon, and between one o'clock p. m. and five o'clock p. m., from October first to March thirty-first inclusive.

In cities having 10,000 inhabitants, or over, according to the most recently published National census, said hours shall be from seven o'clock a. m., to six o'clock p. m., during the entire year, with the exception of an intermission of one hour from twelve o'clock noon, to one o'clock p. m.

Nothing in this rule contained shall be construed as preventing such delivery and receiving of freights by railroads earlier or later than the above mentioned hours, if they so desire.

Depots,
hours for
keeping
open.

Earlier or
later de-
livery or
receiving
not pro-
hibited.

RULE 26.

All goods offered to a public carrier for transportation shall be accompanied by the necessary instructions for the immediate shipment thereof.

No railroad company shall be required to accept for carriage any goods, unless the same shall be of such character and in such condition and so prepared for shipment, as to render the transportation thereof reasonably safe and practicable; nor unless such goods, or the packages containing the same, shall legibly bear the name and address of the intended consignee.

If the contents of a package can not be readily inspected, it shall be the duty of the consignor, upon demand, to furnish to the carrier a complete, sworn list of such contents, in default of which the carrier may refuse to accept such goods for transportation.

Shipping
instruc-
tions must
accom-
pany goods.

Prepara-
tion of
goods for
shipment.

Inspec-
tion, facil-
ities for.

RULE 27.

No railroad shall charge more than its maximum legal rate, less ten per centum, for its service in carrying a joint shipment; that is to say, a shipment that, in reaching its destination, is carried by two or more different, independent and separately operated railroads, to which continuous mileage rates do not apply, under the provisions of Freight Rule No. One.

Provided, That this rule shall not be construed as prohibiting the division of any joint rate by the railroads at interest among themselves in such proportions as may be agreed upon by them.

Joint rates

RULE 28.

When transported by a narrow gauge railroad, fifteen thousand pounds shall be the minimum carload weight of any class of freight upon which the Commission has made a rate "per carload," instead of "per ton" or "per hundred

Narrow
gauge rail-
roads, car-
load
weight.

pounds," regardless of what the prescribed carload weight of similar freight may be when carried by standard gauge railroads; and the freight rate upon such a reduced carload weight shall be less in the same proportion.

Transfer
to and
from nar-
row gauge
railroads.

Where continuous mileage rates apply, under the provisions of Freight Rule No. 1 of the Commission, to two lines of railroad, one of the same being of narrow gauge and the other of standard gauge, an extra charge of three dollars per carload, regardless of the weight or contents thereof, may be made for transferring a shipment of brick or lumber from one of said lines to the other in transit.

RULE 29.

Reduced
rates on re-
turned
shipments.

Shipments of freight, except articles classified first-class or higher, which are not delivered at destination, may be returned between points within this State at one-half the rate applying in the reverse direction; *provided*, that the full amount of freight charges in both directions shall have been paid or guaranteed by owners, and, *provided further*, that such return is made within ninety days of arrival at destination. Billing for the return shipment must show proper reference to the original billing.

The foregoing shall not apply on Machinery, Agricultural Implements, or other articles returned for repairs. *Provided*, however, that the above rule shall not operate to reduce the minimum charge on single shipments, as per Rule No. 4.

Agricultural Implements and Machinery, C. L. or L. C. L., returned to manufacturers, must be prepaid, or way-bill must be accompanied by an order from manufacturers for such return.

RULE 30.

Mixed
shipments.

Unless otherwise specifically provided in the Classification, any package containing articles of more than one class will be charged at the rate for the highest class articles contained therein.

When a number of different articles, all of which are in the same class, are shipped at one time by one consignor to one consignee and one destination in carloads, such car or cars shall be taken at the carload rate per 100 pounds and at the highest minimum carload weight established for either of the articles contained in car, actual weight to be charged for if in excess of such carload minimum. *Provided*, however, that when articles shipped as above are in class N, O or P, the lowest carload weight shall be used.

If the articles are in different classes, the highest carload rate and minimum weight provided for either of the articles in car shall be charged on all articles that make up the carload, actual weight to be charged for when in excess of the specified minimum weight. Except that where the actual weight of the articles in any one class equals or exceeds the minimum carload weight provided therefor, such articles shall be charged for at the minimum carload weight (excess in proportion) and carload rate provided for same, and the other articles may be charged for at the L. C. L. class rate to which they belong.

Provided, That in no case shall the total charge for any mixed carload of freight, exceed the charge that would be arrived at by applying the less carload rate for each article at the actual weight thereof.

RULE 31.

Upon the request of a consignee or consignees of a carload shipment of coal or lumber for reweighing a car or cars, providing such request is made within the free time prescribed by the Storage Rules of this Commission, it shall be the duty of the delivering line, within forty-eight hours after the receipt of such request, provided such line has track scales at that point, to have the same reweighed (in the presence of consignee or his agent, if it be so desired) by a sworn weigher, who shall furnish to the consignee a certificate showing the gross, tare, and net weights thereof. If the net weight thus ascertained shall differ from the billed weight by more than one per cent. of the latter, subject to a minimum of five hundred pounds, the billing shall be corrected to the reweight.

Reweighing C. L. shipment coal and lumber.

Provided, however, that no railroad company shall be required to reweigh cars as herein provided for, unless the consignee shall, at the time of requesting reweight, deposit with the agent of the delivering line the sum of two dollars, which amount, when the billed weight is corrected as hereinbefore provided for, shall be refunded to consignee within twenty-four hours after corrected weights are ascertained.

Free time for unloading cars which are reweighed as herein specified, provided the billed weights thereof are corrected as set out in paragraph one, shall begin at 7:00 o'clock a. m. on the day following that upon which reweighing was done.

For a violation by any railroad company in this State of the provisions of this rule, or any of them, such railroad company shall pay to the consignee so offended within thirty days after demand therefor is made by the consignee, the sum of one dollar per day, for each offense, for each day that such violation continues.

RULES GOVERNING THE ERECTION AND LOCATION OF RAILROAD, EXPRESS AND TELEGRAPH DEPOTS, STATIONS, AGENCIES AND OFFICES.

RULE 1.

It shall be the duty of all railroad, express and telegraph companies in this State to establish, conduct and maintain such stations, offices and agencies for the transaction of the usual and customary business with their patrons, at all points on their lines in Georgia where the volume of such business offered shall reasonably justify, or where the public service and convenience may reasonably require the same.

Depots etc., to be established.

RULE 2.

No discontinuance of agencies without consent of commission.

Each and every depot, station, office and agency, now maintained, conducted or used in Georgia by any railroad, express or telegraph company doing business in this State, for the transaction of business with the public, is hereby formally established and located at the point and on the premises where the same is now being so maintained and conducted. No such depot, station, office or agency, as aforesaid, now established, or that hereafter may be established, pursuant to orders made by the Commission, or voluntarily by such company, or otherwise, shall be closed, removed, suspended, discontinued or abolished, without authority granted by the Commission upon written application.

RULE 3.

Application for depots, what they should show.

All applications that may be made, asking that the Commission will require the establishment of any railroad, telegraph or express office, station or agency, or the construction or improvement of any depot building, whether for freight or passengers, or for both, shall clearly and fully set forth in detail all of the reasons and grounds upon which such applications may be based, and in so doing, shall give, as nearly as may be practicable, the following information: The population of the town, city, or other locality in question, the number of stores, schools, churches, factories, etc., in and adjacent thereto, the actual and immediately prospective volume of business to be accommodated by the said improvement desired, and all such further information as would enable the Commission understandingly to judge of the necessity for such improvement, and intelligently to act upon such application.

RULE 4.

Separate waiting rooms for white and colored.

Each railroad company shall provide separate waiting-rooms for white and colored passengers in each and every passenger depot, and in each and every combination freight and passenger depot, that may hereafter be built, rebuilt or remodeled by such company in this State, whether done voluntarily by such company, or in compliance with orders made by the Commission, or otherwise.

STORAGE RULES.

RULE 1.

The following rules shall govern the collection of all storage and demurrage charges in this State, and for failure of either shipper or consignee, or railroad company, to comply with the terms of said rules, the party at fault shall incur the penalties prescribed by the rule or rules violated. *Provided*, however, that if compliance with the terms of any of said rules by a railroad company be made impracticable by some cause over which said company has no control, the time during which compliance therewith is thus suspended shall be counted as free time. As to any dispute growing out of this provision, however, the Commission shall be the sole judge.

RULE 1-A.

Upon the arrival at destination of any and all freights, the delivering line shall within twenty-four hours thereafter, give to consignees thereof legal notice of such arrival, and the giving of such legal notice as hereinafter defined shall be a condition precedent to the collection by railroad companies of any storage charges upon any shipment, notice of arrival of which has not been thus served upon the consignee, and no storage charges shall be assessed nor collected other than as authorized by these rules.

Notice of arrival of goods to be given.

For failure to give such legal notice of arrival, the railroad company at fault shall pay to the consignee so offended the sum of one dollar per car per day, on carload shipments, and one cent. per hundred pounds per day, on less than carload shipments, for each day during which the terms of this rule are not complied with.

RULE 2. .

Legal notice, as herein understood and intended, may be either served by mail or personally; and the leaving of notice at the consignee's residence, or usual place of doing business, shall also be considered personal notice. In either case, such notice must show the weight of the freight in question, and the amount of charges due thereon; and in case of carload shipments, shall show as well the initials and number, or numbers, of the car or cars containing the same.

Notice, how served, and information given.

If such notice be served personally upon the consignee, the period of free time within which to receive such freight and to remove the same from the custody of the delivering railroad company, shall begin at seven o'clock A. M., on the day after such notice is served, and shall continue during forty-eight hours, exclusive of Sundays, legal holidays, and such hours on other days during the free period, between seven o'clock A. M., and seven o'clock P. M., as the inclemency of the weather may render the removal of the freight in question from the custody of the carrier reasonably impracticable, of which, in case of dispute, the Commission shall judge.

Free time.

Provided, however, that on cars of coal containing 60,000 pounds or more, and loaded in cars the sides of which are three and one-half feet, or more, high, and which do not contain more than two dumps, sixty hours free time shall be allowed as above.

Where notice is served by mail the time allowed (as free time) shall be computed from seven o'clock a. m., of the second day after such notice has been given.

Notice by mail.

Provided, That where such notice is alleged to have been served by mail, and the consignee makes oath that neither he nor any of his agents nor employees has received the same, then no storage charge shall be made until legal notice has been given, as above specified.

Where one consignee receives over the lines of one railroad company in one day four or more cars that take track delivery, each of said cars, in excess of three, shall have seventy-eight hours of free time.

Over four cars in one day.

**Order—
notify
shipments.**

Where consignors ship goods to themselves, or their order, the above prescribed written notice, duly mailed to the consignee at the point of delivery, shall be taken and held to be sufficient legal notice, whether such consignee actually receives the same or not.

**Substan-
tial com-
pliance.**

Where notice is given in substantial compliance with the foregoing requirements, the consignee shall not thereafter have the right to call in question the accuracy nor sufficiency of such notice, unless, within twenty-four hours after receiving the same, he shall serve upon the delivering carrier a full written statement of his objections to the insufficiency of such notice.

RULE 3.**Amounts
that may
be charg-
ed.**

Subject to these rules and regulations, the maximum storage charges that may be lawfully assessed or collected by railroad companies in this State, where freight is not removed from their custody within the free time by these rules prescribed, shall be:

On loaded cars, one dollar per car per day, or fraction of a day.

On freight in carload lots, unloaded and stored in depots or warehouses, ten cents per ton of two thousand pounds per day, or fraction of a day.

On freight in less than carload lots, stored in freight depots or warehouses, one cent per hundred pounds per day, or fraction of a day.

Provided, That in no case shall the amount so collected on a less than carload shipment be greater than the maximum charge on a carload of freight similarly stored for the same length of time.

RULE 4.**Arrival,
definition
of.**

When a car, destined for delivery at a particular point, shall be brought within the customary switching limits of the delivering road at the point of destination, designated in the bill of lading under which such shipment is carried, and is placed at a point not more than three miles distant from the freight depot of such carrier, the goods therein contained shall, within the meaning of these rules, be deemed to have arrived at destination, in so far as to impose upon the consignee the duty of giving direction for the disposition and placing of the car, upon receipt by him of legal notice of the arrival thereof.

RULE 5.**Cars must
be accessi-
ble for un-
loading.**

A car taking track delivery must be, and remain, accessible to the consignee, for the purpose of unloading the same, during the prescribed free time.

If, during free time, a car be removed, or its unloading be otherwise obstructed or prevented by the delivering railroad company, the consignee shall not be charged with the consequent delay.

If the delivering railroad company removes a car after storage begins thereon, such car shall, upon demand of the consignee, be promptly made accessible for the unloading thereof.

RULE 6.

Where a consignee shall give to the delivering carrier notice of his refusal to accept a shipment of freight properly tendered in pursuance of the bill of lading, the delivering carrier shall give to the consignor legal notice of such refusal, and if the consignor fails within three days thereafter to give direction for the disposition of such goods, he shall thenceforth become liable to such carrier for the usual storage charges, to the same extent, and at the same rate, as such charges are now, under like circumstances, by the rules of this Commission, imposed upon consignees who neglect or refuse, after notice of arrival, to remove freight of like character. Rejected shipments.

And where a consignee of freight either in carloads or less than carloads shall fail or neglect to remove such freight within six days after the expiration of free time, then the carrier shall, through the agent at point of shipment, so notify the shipper unless the consignee has signified his acceptance of the property. Said notice may either be served personally or given by mail.

No such notice to the consignor, however, shall be required of a carrier company where goods are shipped in less than carload lots, unless such goods, or the packages containing the same, shall legibly bear the name and address of the consignor thereof.

A consignee who has once refused to accept a consignment of goods, shall not thereafter be entitled to receive the same, except upon the payment of all charges for storage which would otherwise have accrued.

RULE 7.

A consignee whose place of business is located five miles, or over, from the depot to which his freight is billed, shall not be subject to any storage charge thereon until a sufficient time shall elapse, after legal notice of the arrival of such freight, for such consignee to have removed the same from the custody of the delivering carrier by the exercise of reasonable diligence, of which, in case of dispute, the Commission shall judge. Distant consignees.

RULE 8.

Where loaded cars are detained at the point of consignment for want of proper shipping instructions, or by reason of improper or excessive loading thereof by the shipper, the railroad company may collect from such shipper one dollar per car for each day or fraction of a day that such car or cars may be so delayed. Detention of cars by shippers.

RULE 9.

Railroad companies are required to furnish cars promptly upon request therefor. When a shipper files with a railroad company written application for a car or cars, stating therein the character of freight to be shipped, and its destination, such railroad company shall furnish same within four days (Sundays and legal holidays excepted) from seven o'clock A. M., of the day following the receipt of such application. Railroads required to furnish cars when ordered.

For a violation of this rule, the railroad company at fault shall, within thirty days after demand in writing is made therefor, pay to the shipper so offended, the sum of one dollar per car per day, or fraction of a day after expiration of free time, during which such violation continues.

RULE 10.

Railroads
must re-
ceive and
promptly
transport
freight.

Whenever freight of any character, proper for transportation, whether in carload quantities or less, is tendered to a railroad company at its customary place for receiving shipments, and correct shipping instructions given, such railroad company shall immediately receive the same and issue bills of lading therefor. And when a shipment is thus received, the same must be carried forward at a rate of not less than fifty miles per day of twenty-four hours, computed from seven o'clock A. M., of the day following the receipt of shipment.

For failure to so receive or transport shipments as hereinbefore provided for, the railroad company at fault shall, within thirty days after demand in writing is made therefor, pay to the shipper so offended, or other party whose interest is affected thereby, the sum of one dollar per car, on carload shipments, and one cent per hundred pounds, subject to a minimum of five cents, on less than carload shipments, for each day or fraction thereof, that the terms of this rule are not complied with.

The basis for any claim filed for a non-compliance with this rule shall be, in cases where the shipper specifies the routing, the actual route indicated by the shipper and in cases where no routing is specified by the shipper, then the route usually used by the railroad companies at interest.

Provided, however, That at divisional terminals, or at other points where re-handling of a shipment or transferring same from one car to another, is necessary in reaching its destination, twenty-four hours shall be allowed at each point where such re-handling or transfer is necessary.

RULE 11.

Loading
cars.

Where in accordance with the rules of this Commission a railroad company places a car or cars at a reasonably accessible point on its team tracks, or on a private track designated by the shipper, free time for the loading of such car or cars shall expire forty-eight hours from the time the same are so placed, exclusive of Sundays, legal holidays, and such hours on other days during the free period between seven o'clock A. M. and seven o'clock P. M., when the inclemency of the weather may render the work of loading such cars reasonably impracticable, of which, in cases of dispute, the Commission shall judge; and thereafter a charge of no more than one dollar per car per day, or fraction of a day, may be assessed and collected by the railroad company, until such car or cars have been tendered to the railroad company.

If the shipper should fail for forty-eight hours after the expiration of free time to begin loading such car or cars, the railroad company placing same may consider them released, and may remove such car or cars, and collect two dollars for each car, covering demurrage then due for the two days, and upon failure

of the shipper to pay this assessment, or other penalty for which he has become liable under these rules, railroad companies will be excused from placing cars for future shipments until such assessment has been paid.

RULE 12.

Railroad companies are required to make prompt delivery of all freights upon the arrival thereof at destination. For failure to deliver freights at its freight depot, or to place loaded cars at an accessible point for unloading the same, within forty-eight hours, exclusive of Sundays and legal holidays, computed from seven o'clock A. M., the day after the arrival of same at destination over its line, the railroad company at fault shall pay to the shipper or consignee of such goods, one dollar per car per day on carload shipments, and one cent per hundred pounds per day in less than carload shipments, for each day or fraction thereof, that such delivery is so delayed.

Railroads must promptly deliver freights at destination.

RULE 13.

If, upon arrival at destination of car, the consignee named in the bill of lading should desire the same placed upon some side-track which is located on another line of road, the railroad which brought the car to the destination named in the billing shall, upon receipt of direction so to do, as per Storage Rule No. 4, and within twenty-four hours after the receipt of such notice, deliver such car to the line upon which the designated side-track is located. And if it be necessary, in reaching the designated side-track, to pass over the tracks of two or more railroads, the initial line shall make delivery as above to its connection, and each succeeding line shall do likewise, that will cause the quickest and most feasible delivery to the designated track, and in no case shall more than seventy-two hours be allowed in effecting such delivery.

Railroads required to deliver cars to connections for placing.

And the provisions of this Rule shall likewise apply to any car which is loaded on a side-track of one railroad to be transported to destination by some other line of road.

For a violation of any provision of this Rule the railroad company at fault shall pay to the consignee or party whose interest is affected the sum of one dollar per car per day for each day or fraction of a day such violation continues.

RULE 14.

Subject to the provisions of Freight Rule No. 23, each railroad company in this State is required to accept from any connecting road of same gauge any and all cars, proper for transportation, that may be tendered it by such connecting line, and shall, within twenty-four hours, exclusive of Sundays and legal holidays, after tender is made, place such car or cars at an accessible point for loading or unloading same, on any side-track on its line that may be designated by order of the shipper or consignee at interest; *provided, however*, that no railroad company shall be required to place on its general delivery tracks any car that reached destination, or is intended to be forwarded over the line of another railroad.

Railroads required to accept cars from connecting lines for placing.

For a violation of any provision of this Rule the railroad company at fault shall pay to the party whose interest is affected the sum of one dollar per car per day for each day or fraction of a day such violation continues.

TELEGRAPH.

TARIFF AND RULES GOVERNING TELEGRAPH COMPANIES.

RULE 1.

**Tariff of
rates.**

Except as otherwise specially provided, no telegraph company shall collect more than twenty-five cents for its service in transmitting any message of ten words or less, exclusive of date, address and signature, between any two points within this State, nor more than two cents for each additional word of a day message, nor more than one cent for each additional word of a night message; and no additional charge shall be made for repeating a message—that is, telegraphing it back to the office where it originated for comparison.

RULE 2.

**Limits of
free
delivery.**

No extra charge shall be made for delivering a telegraphic message in cities or towns in this State within a radius of one mile from the office of the delivering telegraph company, provided that such point of final delivery is within the corporate limits of such town or city.

For the delivery of one or more messages by one messenger at the same time to one addressee, beyond the limits above mentioned, telegraph companies may charge not more than fifteen cents for the first mile, or fraction thereof, beyond such limits, and ten cents for each subsequent mile, or fraction thereof, beyond such limits.

Wherever practicable, such telegraph company may deliver such messages by telephone, upon written request of the sender or addressee thereof, and charge the actual expense of so doing.

RULE 3.

**Time of
filing mes-
sages to be
shown when
desired.**

Telegraph companies are required to show on each telegram they transmit and deliver between points in Georgia the correct time, expressed in hours and minutes, that such telegram was received at office of delivery. And where the sender of any such message desires to show also the correct time of filing with initial office, the transmitting company shall, where the words necessary to express the filing time added to the words in the body of the message do not exceed ten words, carry said information free. But where such words added to the words in the body of the message exceed ten words, a charge of two cents per word for each word in excess of ten shall be allowed, subject to a maximum extra charge for showing said time of filing of five cents.

THE DARIEN TELEGRAPH CO.

Upon application of the Manager of the Darien Telegraph Company to be allowed an increase in the telegraph rates, and upon showing made, it is

ORDERED, That said company be allowed to charge forty cents for ten words, exclusive of date, address and signature, and three cents for each additional word for day messages, until otherwise ordered.

SPECIAL NOTICE.

See Rules Governing the Erection and Location of Depots, and General Rules.

PASSENGER TARIFF CLASSES.

Each Company doing business as a common carrier of passengers in this State is allowed to charge as maximum passenger fare the rates prescribed by the Passenger Tariff Class below in which such Company is placed.

Class A. 2 Cents per mile.

Atlanta & West Point R. R. Co., Western & Atlantic R. R.,

Class B. 2¼ Cents per mile.

Charleston & Western Carolina Ry. Co., Georgia Railroad Co.,

Class C. 2½ Cents per mile.

Alabama Great Southern R. R. Co., Georgia Southern & Florida Ry. Co.,
Atlantic Coast Line R. R. Co., Seaboard Air Line Ry. Co.,
Central of Georgia Ry. Co., Southern Railway Co.,

Class D. 3 Cents per mile.

Atlanta, Birmingham & Atlantic R. R. Co., Albany & Northern Ry. Co., Augusta Southern R. R. Co., Brinson Railway. Chattanooga Southern R. R. Co., Fitzgerald, Ocilla & Broxton R. R. Co., Flint River & Northeastern R. R. Co., Gainesville Midland Ry. Co., Garbutt & Donovan Short Line R. R. Co., Georgia and Florida Railway, Georgia, Florida & Alabama Ry. Co.,	Georgia Northern Ry. Co., Gulf Line Railway Co., Louisville & Nashville R. R. Co., Macon & Birmingham Ry. Co., Macon, Dublin & Savannah R. R. Co., Register & Glenville Ry. Co., Savannah & Statesboro Ry. Co., Savannah, Augusta & Northern Railway Co., South Georgia Ry. Co., Union Point & White Plains R. R. Co., Wadley Southern Ry. Co., Wrightsville & Tennille R. R. Co.,
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Class E. 4 Cents per mile.

Florida Central R. R. Co., Georgia Granite R. R. Co., Hartwell Railway Co.,	Milltown Air Line, Statenville Railway Co., Sylvania & Girard R. R. Co.,
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Special Group.

Georgia Coast & Piedmont, four cents per mile, except between Glennville and Ludowici.

Flovilla & Indian Springs Ry., allowed a minimum charge of 25 cents.

Lexington Terminal R. R., allowed a minimum charge of 25 cents.

Smithonia & Dunlap, allowed a minimum charge of 25 cents.

Sandersville R. R., allowed a minimum charge of 25 cents.

St. Marys & Kingsland R. R. Co., 5 cents per mile, maximum charge of 50 cents.

Talbotton R. R. Co., allowed a minimum charge of 25 cents.

Tallulah Falls Ry. Co., three and one-fourth cents per mile.

Louisville & Wadley R. R. Co., four and one-half cents per mile.

FREIGHT TARIFF CLASSES.

Each Company doing business as a common carrier of freights in this State is allowed to apply the Standard Freight Tariff, subject to the conditions of the Freight Tariff Class below in which such Company is placed.

CLASS A.

The Standard Tariff, without percentage.

CLASS B.

On Classes 1, 2, 3, 4, 5, 6, A, E, G, H, L*, N, O, the Standard Tariff with twenty per cent. added.

On Classes B, K, M, R, the Standard Tariff with ten per cent. added.

On Classes C, D, F, J, and P, the Standard Tariff without percentage.

*On Lime and Ice, the Standard Tariff with ten per cent. added.

CLASS C.

On Classes 1, 2, 3, 4, 5, 6, A, E, G, H, L*, N, O, the Standard Tariff with twenty-five per cent. added.

On B, K, M, R, the Standard Tariff with ten per cent. added.

On Classes C, D, F, J, and P, the Standard Tariff without percentage.

*On Lime and Ice, the Standard Tariff, with ten per cent. added.

CLASS D.

On Classes 1, 2, 3, 4, 5, 6, A, B, E, G, H, K, L*, M, N, O, and R: For 40 miles and under, the Standard Tariff with fifty per cent. added; for 70 miles and over 40 miles, the Standard Tariff with forty per cent. added; for 100 miles and over 70 miles, the Standard Tariff with thirty per cent. added; over 100 miles, the Standard Tariff with twenty per cent. added.

On classes C, D, F, J, and P, the Standard Tariff without percentage.

*On Lime and Ice, the Standard Tariff with ten per cent. added.

CLASSIFIED LIST OF RAILROADS—FREIGHT.

For Freight Tariffs, See Corresponding Numbers on Opposite Page.

Class A.

Alabama Great Southern Railroad Co.,	Lexington Terminal Railroad Co.,
Atlanta and West Point Railroad Co.,	Union Point & White Plains Railroad Co.,
Atlanta Northern Railway Co.,	Western and Atlantic Railroad.

Class B.

Atlantic Coast Line Railroad Co.

Class C.

Atlanta & Birmingham Air Line Railway.	Lawrenceville Branch Railroad,
Atlanta, Birmingham & Atlantic R. R. Co.,	*Louisville & Nashville Railroad Co.
Central of Georgia Railway Co.,	Register and Glenville Railroad,
Georgia Southern and Florida Ry. Co.,	Seaboard Air Line Railway,
Hartwell Ry. Co.,	Southern Railway Co.,
	Wrightsville and Tennille Railroad Co.

Class D.

Albany and Northern Railway Co.,	Georgia Northern Railway Co.,
Atlanta, Stone Mountain & Lithonia Ry. Co.	Gulf Line Railway,
Augusta Southern Railroad Co.,	Louisville and Wadley Railroad Co.,
Brinson Railway,	Macon and Birmingham Ry. Co.,
Charleston and Western Carolina Ry. Co.,	Macon, Dublin & Savannah Railroad Co.,
Chattanooga Southern Railroad Co.,	Milltown Air Line Railroad Co.,
Fitzgerald, Ocala and Broxton Railroad Co.,	Ocala, Pinebloom & Valdosta Railway Co.,
Flint River and Northeastern Railroad,	Sandersville Railroad Co.,
Florida Central Railroad Company,	Savannah and Statesboro Railway Co.,
Flovilla and Indian Springs Ry. Co.,	Savannah, Augusta & Northern Railway Co.,
Gainesville Midland Railway Co.,	Savannah Valley Railroad,
Garbutt & Donovan Short Line Railway,	Smithonia and Dunlap Railroad Co.,
Georgia and Florida Railway,	South Georgia Railway Co.,
Georgia Coast & Piedmont R. R. Co.,	Statenville Railway Company,
Georgia, Florida and Alabama Ry. Co.,	St. Marys and Kingsland Railroad Co.,
Georgia Granite Railroad Co.,	Sylvania and Girard Railroad Co.,
	Talbotton Railroad Co.,
	Tallulah Falls Railway Co.,
	Wadley Southern Railway Co.,

*On Stone, Granite and Marble, viz.: Blocks and slabs, including furniture marble, slabs for interior finish and grave and monumental work, rough, dressed or finished, unlettered, valuation limited to 20 cents per cubic foot, C. L., Class P, plus 25 per cent. On same, L. C. L., 2-3 of 6.

STANDARD TARIFF.

PER 100 POUNDS.												Per Bbl.	Per 100 Lbs.	Per 100 Lbs.
DIS- TANCE.	1	2	3	4	5	6	A	B	C	D	E	F	G	H
MILES	Cts.	Cts.	Cts.	Cts.	Cts.	Cts.	Cts.	Cts.	Cts.	Cts.	Cts.	Cts.	Cts.	Cts.
5	12	11	10	8	7	6	6	6	4 ¹ / ₂	3 ¹ / ₂	7	9	2 ¹ / ₂	8
10	16	14	13	10	9	8	8	8	5 ¹ / ₂	5	9	11 ¹ / ₂	3 ¹ / ₂	10
15	18	16	15	12	11	9	9	9	6	5 ¹ / ₂	11	13 ¹ / ₂	3 ¹ / ₂	12
20	20	18	16	14	12	10	10	10	7	6	12	14	5	14
25	22	20	18	16	13	11	11	11	7 ¹ / ₂	6 ¹ / ₂	13	15	5 ¹ / ₂	16
30	24	21	19	17	14	11	11	11	7 ¹ / ₂	6 ¹ / ₂	14	15	6	17
35	26	23	21	19	15	12	12	12	8	7	15	16 ¹ / ₂	6 ¹ / ₂	19
40	27	24	22	20	16	12	12	12	8	7	16	16 ¹ / ₂	6 ¹ / ₂	20
45	29	26	24	21	17	13	13	13	8 ¹ / ₂	8	17	17 ¹ / ₂	6 ¹ / ₂	21
50	30	27	25	22	18	13	13	13	8 ¹ / ₂	8	18	17 ¹ / ₂	7	22
55	32	29	26	23	19	14	14	14	9	8 ¹ / ₂	19	18	7	23
60	33	30	27	24	19	14	14	14	9	8 ¹ / ₂	19	18	7 ¹ / ₂	24
65	35	32	28	25	20	15	15	15	9 ¹ / ₂	9	20	19	7 ¹ / ₂	25
70	36	33	29	26	20	15	15	15	9 ¹ / ₂	9	20	19	7 ¹ / ₂	26
75	38	35	30	27	21	16	16	16	10	9 ¹ / ₂	21	20	7 ¹ / ₂	27
80	39	36	31	28	21	16	16	16	10	9 ¹ / ₂	21	20	7 ¹ / ₂	28
85	41	37	32	29	22	17	17	17	11	10	22	21 ¹ / ₂	7 ¹ / ₂	29
90	42	38	33	29	22	17	17	17	11	10	22	21 ¹ / ₂	8	30
95	44	39	34	30	23	18	18	18	11 ¹ / ₂	11	23	23	8	30
100	45	40	35	30	23	18	18	18	11 ¹ / ₂	11	23	23	8 ¹ / ₂	30
110	48	42	37	31	24	19	19	19	12	11	24	23	8 ¹ / ₂	31
120	51	44	39	32	25	20	20	20	13	12	25	24	8 ¹ / ₂	32
130	54	46	41	33	26	21	21	21	13	12	26	25	8 ¹ / ₂	33
140	57	48	43	34	27	22	22	22	13	13	27	26	9	34
150	60	50	45	35	28	23	23	23	14	13	28	28	9	35
160	62	52	46	36	29	24	24	24	14	13	29	29	9 ¹ / ₂	36
170	64	54	47	37	30	25	25	25	15	14	30	31	9 ¹ / ₂	37
180	66	56	48	38	31	26	26	26	15	14	31	31	9 ¹ / ₂	38
190	68	58	49	39	32	27	27	27	16	15	32	33	9 ¹ / ₂	39
200	70	60	50	40	32	27	27	27	16	15 ¹ / ₂	32	33	9 ¹ / ₂	40
210	71	62	51	41	33	28	28	28	17	16	33	34	9 ¹ / ₂	41
220	72	64	52	42	33	28	28	28	17	16	33	34	10	42
230	73	66	53	43	34	29	29	29	18	17	34	36	10 ¹ / ₂	43
240	74	68	54	44	34	29	29	29	18	17	34	36	10 ¹ / ₂	44
250	75	70	55	45	35	30	30	30	19	18	35	38	10 ¹ / ₂	45
260	76	71	56	46	35	30	30	30	19	18	35	38	10 ¹ / ₂	46
270	77	71	56	46	36	31	31	31	20	19	36	40	10 ¹ / ₂	46
280	78	72	57	47	36	32	32	32	20	19	36	40	10 ¹ / ₂	47
290	79	72	57	47	37	32	32	32	21	19	37	42	10 ¹ / ₂	47
300	80	73	58	48	38	33	33	33	21	19	38	42	11	48
310	81	73	58	48	38	33	33	33	21	19	38	42	11	48
320	82	74	59	49	39	34	34	34	21	20	39	42	11	49
330	83	74	59	49	39	34	34	34	22	20	39	44	11	49
340	84	74	59	49	39	34	34	34	22	20	39	44	11	49
350	85	75	60	50	40	35	35	35	23	21	40	46	11	50
360	85	75	60	50	40	35	35	35	23	21	40	46	11 ¹ / ₂	50
370	85	75	60	50	40	35	35	35	23	21	40	46	11 ¹ / ₂	50
380	88	76	61	51	41	36	36	36	25	23	41	50	11 ¹ / ₂	52
390	88	76	61	51	41	36	36	36	25	23	41	50	11 ¹ / ₂	52
400	88	76	61	51	41	36	36	36	25	23	41	50	11 ¹ / ₂	52
410	91	77	62	52	42	37	37	37	26	24	42	53	11 ¹ / ₂	54
420	91	77	62	52	42	37	37	37	26	24	42	53	11 ¹ / ₂	54
430	91	77	62	52	42	37	37	37	26	24	43	53	11 ¹ / ₂	54
440	94	78	63	53	43	38	38	38	27	25	43	54	11 ¹ / ₂	56
450	94	78	63	53	43	38	38	38	27	25	43	54	11 ¹ / ₂	58
460	94	78	63	53	43	38	38	38	27	25	43	54	12	56

STANDARD TARIFF.

DISTANCE. MILES	PER 100 POUNDS.		PER TON.		PER CAR LOAD.			Per 100 lbs
	J	K	L	M	N	O	P	R
	Cts.	Cts.	\$ Cts.	\$ Cts.	\$ Cts.	\$ Cts.	\$ Cts.	Cts.
5	8	4	35	55	5 00	5 50	4 00	4
10	10	5	50	80	6 50	8 00	5 00	5
15	12	5½	55	85	7 50	9 00	6 00	5½
20	13	6	60	90	8 00	10 00	7 00	6
25	14	6½	65	95	9 00	11 00	8 00	6½
30	15	7	70	1 00	10 00	11 00	8 00	7
35	16	7½	75	1 05	12 00	12 00	9 00	7½
40	17	8	80	1 10	13 00	13 00	9 00	8
45	18	8	85	1 15	14 00	15 00	10 00	8½
50	19	8	90	1 20	14 60	13 00	10 00	9
55	20	8	95	1 25	14 00	14 00	10 00	9
60	21	9	95	1 30	14 50	14 00	11 00	10
65	21	9	1 00	1 35	15 50	15 00	11 00	10
70	22	9	1 00	1 40	16 00	15 00	11 00	11
75	23	9½	1 05	1 45	16 50	16 00	12 00	11
80	23	9½	1 10	1 50	17 00	16 00	12 00	12
85	24	9½	1 15	1 55	17 50	17 00	13 00	12
90	24	9½	1 15	1 60	18 00	17 00	13 00	13
95	25	10	1 20	1 65	19 00	17 00	14 00	14
100	25	10	1 20	1 70	20 00	17 00	14 00	14
110	26	10	1 25	1 80	21 00	18 00	14 00	15
120	27	10½	1 30	1 90	23 00	18 00	15 00	16
130	28	10½	1 35	2 00	24 00	19 00	16 00	17
140	29	11	1 40	2 10	25 00	19 00	16 00	18
150	30	11	1 50	2 20	26 00	20 00	17 00	18
160	31	12	1 60	2 25	27 00	20 00	17 00	19
170	32	12	1 70	2 30	28 00	21 00	18 00	19
180	33	12	1 80	2 35	29 00	21 00	19 00	20
190	34	13	1 90	2 40	29 50	22 00	19 00	20
200	35	13	2 00	2 45	30 00	22 00	20 00	21
210	36	13	2 10	2 50	31 00	23 00	20 00	21
220	37	14	2 20	2 55	31 50	23 00	21 00	21
230	38	14	2 30	2 65	32 00	23 00	21 00	22
240	39	14	2 40	2 65	33 00	24 00	22 00	22
250	40	15	2 50	2 75	33 50	24 00	22 00	22
260	41	15	2 60	2 75	34 00	24 00	23 00	23
270	42	15	2 70	2 85	34 50	25 00	23 00	23
280	43	16	2 80	2 85	35 00	25 00	23 00	24
290	44	16	2 90	2 95	36 00	25 00	24 00	24
300	45	16	2 95	3 00	36 50	26 00	24 00	25
310	46	17	3 05	3 10	37 00	26 00	24 00	25
320	47	17	3 05	3 20	38 00	26 00	24 00	26
330	48	17	3 15	3 30	38 50	27 00	25 00	26
340	49	17	3 15	3 40	39 00	27 00	25 00	27
350	50	17	3 25	3 50	40 00	27 00	25 00	27
360	51	17	3 28	3 50	40 00	27 00	25 00	28
370	52	17	3 28	3 50	40 00	27 00	25 00	28
380	53	18	3 41	3 60	41 00	29 00	27 00	29
390	54	18	3 41	3 60	42 00	29 00	27 00	29
400	55	18	3 41	3 60	42 00	29 00	27 00	30
410	56	19	3 54	3 70	44 00	31 00	29 00	30
420	57	19	3 54	3 70	44 00	31 00	29 00	31
430	58	19	3 54	3 70	44 00	31 00	29 00	31
440	59	20	3 67	3 80	46 00	33 00	31 00	32
450	59	20	3 67	3 80	46 00	33 00	31 00	32
460	60	20	3 67	3 80	46 00	33 00	31 00	32

DIRECTIONS FOR COMPUTING RATES.

For the benefit of those who may not be familiar with the subject, the following directions are given for the computation of rates from the Classification and Tariff of the Commission, contained in this volume.

This can best be done by an actual example:—Take for instance, a shipment of dry goods weighing 500 pounds, from Savannah to Tennille, Ga. Tennille being on the line of the Central of Georgia Railway, we turn to the distance tables of that company, page 371, where the distance from Savannah to Tennille is shown to be 135 miles. Turning to page 323, a classified list of railroads in Georgia is found, the Central being in Class C; and on the opposite page, 322, we find that on several classes of freight all roads in Class C are allowed to add 25 per cent. to rates shown in the Standard Tariff.

Now turn to the Classification, which begins on page 328 (arranged in alphabetical order), and under the head of "D" it will be seen that Dry Goods are in first-class. Turn to the Standard Tariff, page 324, and follow down the first column, which shows the miles. There being no distance of 135 shown, the next highest distance governs; and opposite 140 miles, in the next column (this being the column for first-class), the rate is seen to be 57 cents per 100 pounds. The road being allowed to add 25 per cent. to this class, and 25 per cent. of 57 cents being 14 cents, we find by adding the 57 and 14 together, that the maximum rate is 71 cents per 100 pounds or on the 500-pound shipment, \$3.55.

DIRECTIONS TO AGENTS REGARDING THE CONSTRUCTION OF JOINT RATES.

Rule No. 27 provides that the maximum charge on a shipment which moves between two points, both located in the State of Georgia, but not located on the same road, shall be 90 per cent. of the sum of the local rates allowed to be charged by the roads handling the freight.

To illustrate, on a shipment of freight, taking 1st class, the rate from Fairburn, Ga., to Covington, Ga., (on the Georgia R. R.), will be arrived at as follows, viz.: Take the A. & W. P. rate for 1st class, Fairburn to Atlanta, which is 20c.; to this add the Georgia R. R. rate from Atlanta to Covington (41 miles), which will be found to be 27c., making 47c. From this 10 per cent. must be deducted; 10 per

cent. of 47c. is 4 and 7-10 cents, or 5c. (estimating the fraction as a unit); deduct this from 47c. and the result will be 42c., which is the through 1st class rate Fairburn to Covington.

In dividing the through rate each line will be allowed its local, less 10 per cent., i. e., the A. & W. P. will receive 20c., less 10 per cent., or 18c. and the Georgia R. R. 27c., less 10 per cent., or 24c.

The attention of agents is called to the fact that many of the roads are allowed to charge greater than the standard rates. The classified list will be found on page 323 and on page 322 will be found the percentage of increase allowed to such roads, and care should be taken to see that the standard rates are increased to the extent provided before the deduction of 10 per cent. in arriving at joint or through rates.

CLASSIFICATION OF THE RAILROAD COMMISSION OF GEORGIA.

SUPERSEDES CLASSIFICATION CONTAINED IN 35TH REPORT AND
ALL AMENDMENTS THERETO.

EXPLANATION OF CHARACTERS.

1 represents First Class.
2 represents Second Class.
3 represents Third Class.
4 represents Fourth Class.
5 represents Fifth Class.
6 represents Sixth Class.
1½ represents 1½ times First Class.
D 1 represents Double First Class.
3 T 1 represents Three Times First Class.

4 T 1 represents Four Times First Class.
A, B, C, D, E, F and H, etc., represent Classes
A, B, C, D, E, F, and H, etc., respectively.
L C. L. represents Less than Car Load.
C. L. represents Car Load.
N. O. S. represents Not Otherwise Specified.
C. R. represents Carrier's Risk.
O. R. represents Owner's Risk.

	C.R.	O.R.		C.R.	O.R.
Agricultural Implements, C.			Same, with legs or rock-		
L, (not less than 20,000			ers detached	2	
pounds, owners to load			Fans, Grain. See Mills, Fan-		
and unload)	4	6	ning		
Agricultural Implements,			Feeders and Condensers		
L. C. L., as follows: :			Cotton Gln	2	3
Brooders, including neces-			Forks, Hay and Manure..	3	
sary Lamp, boxed or			Furnaces, Evaporator	1	
crated, L. C. L.	2		Gins, Cotton	2	3
Same, C. L. min. wt. 15,000			Guano Horns, tin, N. O. S.	D 1	
lbs.	3		Guano Horns, tin, crated .		3
Cleaners, Cotton Seed ...	1½	1	Harrows & Harrow Frames	3	4
Cradles, Grain, set up	3 T 1	D 1	Harrow Teeth, packed	6	
Cradles, Grain, K. D., in			Hay Caps	3	
bundles or boxed	1	2	Hoes, in bundles	3	
Crushers, Corn or Cob	3	4	Hoes, without handles, in		
Cultivators, K. D.	4		barrels or casks	4	
Cultivators, set up	3 T 1	D 1	Horse Powers, K. D.	2	3
Cutters, Ensilage, Straw and			Horse Powers, Railroad or		
Hay, set up	1½	1	Endless Chain	1½	
Cutters, Ensilage, Straw and			Incubators, L. C. L., K. D.		
Hay, K. D., and packed..	3		and packed or crated ..	1	
Distributors, Guano, set up	1½	1	Same, min. C. L. weight		
Distributors, Guano, K. D.	2		15,000 lbs.	3	
Drills, Grain, set up		2	Hullers, Cotton Seed and		
Drills, Grain, K. D., packed	3	4	Clover	1½	
Dusters, Bran, set up	3 T 1	D 1	Kettles, pans and pots, cast		
Dusters, Bran, K. D., packed	2		iron, over 27 inches in		
Elevators, Hay	1		diameter, L. C. L.	4	
Evaporators, Fruit	1		Same, C. L., min. wt.		
Evaporators, Sugar, iron,			20,000 lbs.	6	
set up.	1		N. O. S., straight C. L.		

	C.R.	O.R.		C.R.	O.R.
min. wt. 20,000 lbs. ...	6		Presses, Cotton, K. D. ...	4	5
N. O. S., (taking 6th class when in straight C. L.) mixed carload, min. wt. 20,000 lbs. ...	6		Presses, Hay, set up	1	
Knives, Hay, packed	2		Same, small and detachable, parts removed and packed	4	
Machines, Hemp	1	2	Iron castings for hay presses, boxed	3 of 6	
Machines, Smut	3		Presses, N. O. S.	2	
Machines, N. O. S. See Machines			Pruners Tree, in bunnies..	1	
Machines, Mowing and Reaping, Binders and Harvesters, whether combined or separate, K. D., L. C. L.	2	4	Rakes, Hand, in bundles..	3	
and partly boxed, C. L. 20,000 pounds	4	6	Rakes, Horse, set up	1½	1
Machines, Mowing and Reaping, Binders and Harvesters, whether combined or separated, set up	1½	1	Same, K. D. and well packed		3
Purifiers, Middlings	3 T 1	D 1	Rollers, Field and Road ..	3	5
Mills, Burr stone, Portable	3		Rollers, Sugar	3	5
Mills, Cider	4		Scrapers, Road and Pond ..	3	4
Mills, Corn and Hominy ..	3	4	Scythes, in bundles	2	
Mills, Cotton Seed	2		Scythes, in boxes	2	
Mills, Cane and Sorghum..	5		Snaths, Scythe	1	2
Mills, Fanning, set up	3 T 1	1	Separators. Same as Threshers		
Mills, Fanning, K. D.	1½	1	Shellers, Corn	1	2
Mills, with Trains, Sugar ..	3 T 1	D 1	Shovels and Spades, in bundles	3	
Mills, N. O. S.	2		Spreaders, Manure, set up ..	1½	1
Mowers, Lawn, hand power, not packed	1		Spreaders, Manure, K. D., boxed	2	
Same, K. D., packed, handles in bundles	2		Threshers	1	
Pans, Sugar, Same as Evaporators, Sugar			Trains, Sugar	3 T 1	D 1
Planters, Corn and Cotton, K. D., in bundles or boxes	2	3	Wheelbarrows, Iron	3	
Planters, Corn and Cotton, set up	1½	1	Wheelbarrows, Railroad ..	1½	1
Plow Handles and other Wood, in shape for Implements, boxed, crated or bundled	4	5	Wheelbarrows, Wood, set up	1	
Plow Singletrees and Doubletrees	5		Wheelbarrows, Wood, K. D. and packed or bundled ..		3
Plow Irons and Mold Boards, over 20 pounds each	4		A		
Plow Plates, Points, Wings, Castings and Steel. Same as Bar Iron			Accoutrements, Military ..	1	
Plows, Gang and Sulky ..	3 T 1	D 1	Acids, N. O. S.	D 1	
Plows, set up, N. O. S. ...	1	2	Acids, Carbolic		4
Plows, N. O. S., K. D.	4		Acids, Dry	3	
Presses, Cider	4		Acids, Muriatic and Sulphuric, in carboys, boxed, L. C. L.	D 1	2
Presses, Cotton, set up ...	1		Acids, Muriatic and Sulphuric, in carboys, boxed, C. L.	2	4
			Acid, Sulphuric, in iron casks	3	6
			Acid, Sulphuric, in tank cars	6	
			Agate, Granite or Enamelled Ware, iron or steel, L. C. L.	2	
			Same, C. L.	4	
			Same, in mixed carloads, with tinware; same as Tinware		

	C.R.	O.R.		C.R.	O.R.
Alcohol. Same as Liquor			B		
Ale, See Beer			Babbitt Metal	4	
Almanacs and Trade Circulars. Same as Printed Matter			Bacon. See Meats.		
Alum, in barrels or casks	6		Baggage, Army.	1	
Alum, N. O. S.	4		Baggage, Personal Effects in Trunks.	1	2
Ammonia, Sulphate of, same as Fertilizers			Bagging, in rolls or bales, N. O. S.	B	
Ammonia Waters	5		Bagging, Oil Press.		1
Ammonia Water Casks, returned empty	6		Bags, Burlap.	6	
Ammunition, N. O. S.	1		Bags, Cotton, for Flour. ..	6	
Anchors, Guy	4		Bags, Gunny.	6	
Same, N. O. S.	5		Bags, Paper.	6	
Andirons, packed	4		Bags, Traveling	1	
Same, unpacked	5		Baking Powders. See Powder.		
Antimony, Crude	3		Bale Rope.	5	
Antimony, Metal	4		Balusters. See Wood-work.		
Anvils	5		Bananas. See Oranges, etc., under Fruit.		
Apples, green. See Fruit.			Band and Hat Boxes. See Boxes.		
Apples, dried. See Fruit, dried			Barilla.	3	
Apple Butter. See Butter			Bark, Ground, in bags or bbls., N. O. S.	5	
Argols, in boxes, bbls. or casks	4		Bark, Tan, in sacks.	5	
Arsenic, crude, in kegs, boxes or barrels	3		Bark, Tan, C. L., 20,000 lbs., class P, less 20 per cent.		
Asbestos, in boxes, kegs, bags, or bales, L. C. L. ..	2		Barley. See Grain.		
Asbestos, in barrels or casks, L. C. L.	6		Barley, Pearl.	3	
Asbestos, in bbls. or casks, C. L.	L		Barrel and Box Material, C. L. 24,000 lbs.	P	
Asbestos Cement, L. C. L.	4		Barrel and Box Material, L. C. L.	6	
Asbestos Cement, C. L. ..	L		Barrels, tight, half Barrels and Kegs, empty, except Ale and Beer empties, and loose barrels, L. C. L., Class R plus 20 per cent.		
Asbestos Ore, L. C. L.	4		Same, in carloads of 10,000 pounds.	P	
Asbestos Ore, C. L.	L		Barrels, half Barrels and Kegs, empty, Ale and Beer, estimated weights: barrel 100 lbs., half barrel 50 lbs., keg 30 lbs.	E	
Asbestos Packing, in rolls or cases, L. C. L.	3		Barrels, loose, such as Lime, Sugar, Cement, or Flour, estimated weight 25 lbs.	6	
Asbestos Packing, C. L. ..	6		Barrels, Iron or Steel, empty.	6	
Asbestos Roofing, in rolls or cases, L. C. L.	4		Barrels, Paper, nested, packed.	2	
Asbestos, Roofing C. L.	L		Barrels, Paper, not nested 4 T 1		
Ashes and Meal, Cotton Seed. See Cotton Seed			Barytes, L. C. L.	6	
Ashes, Wood	B		Barytes, C. L., 25,000 lbs.	P	
Asphaltum, packed, L. C. L.	6				
Asphaltum, C. L.	A				
Automobiles. Same as carriages					
Axes.	5				
Axles and Wheels, Car. See Iron Bar, Band, etc.					
Axles, Carriage and Wagon. See Iron Bar, Band, etc.					
Axle Grease. See Grease.					

	C.R.	O.R.		C.R.	O.R.
Base Balls and Bats.....	1		glass, packed, securely wired and sealed or locked, L. C. L.	2	4
Baskets, Cotton Pickers, Split, Nested.	3		Beer, Ale and Ginger, in glass, packed, securely wired and sealed or locked, C. L.	4	E
Baskets, N. O. S.	D 1		Bees, in Hives.	D 1	1
Baskets, Fruit. See Boxes, Fruit			Bee Smokers, boxed.	1	
Baskets, Wood, Splint, with tops or handles, nested, or in bundles of four, with ends placed in each other, L. C. L.	1		Beeswax.	4	
Baskets, nested	1		Beets, in barrels.	3	6
Baskets, Cotton. Patent combination of cloth and wood, knocked down and packed together	6		Bellows.	1	
Baskets, Grate. See Iron .			Bells, Bell Metal or Brass.	1	
Bath Boilers. See Boilers			Bells and Fixtures, viz.: Sheet or cast Iron, loose or packed, L. C. L.	3	
Bath Tubs. See Tubs			Same, C. L.	6	
Batting, Cotton, in lots of 100 bales of 50 lbs. each	6		Belting, Leather.	2	
Batting, N. O. S. See Cotton			Belting, Rubber.	3	
Bauxite Ore. Same as Clay			Belting, Stitched Canvas. .	4	
Beams. See Spools			Berries, Dried.	4	
Beans, dried in boxes ..	2		Berries, Green, prepaid. .	1	
Same, in barrels or sacks	D		Bicycles. See Vehicles. .		
Bearings, Brass. See Brass			Billiard Tables. See Fur- niture.		
Bed Cord. See Rope			Binders, Reapers, etc. See Agricultural Implements.		
Bed Springs. See Rope			Binders' Boards, in Cases.	2	
Bedsteads. See Furniture.			Binders' Boards, in Bun- dles.	5	
Bedsteads, Brass. See Brass.			Bits and Braces, same as Tools, N. O. S.		
Beef, Canned, packed. See Canned Goods.			Bitters. Same as liquors.		
Beef. See meats.			Blackening, Shoe and Stove. See Polish.		
Beer and Ale, in wood, estimated weights: bbl. 350 lbs., ½ bbl. 180 lbs., quarter bbl. 100 lbs., eighth bbl. 50 lbs. L. C. L.	2	4	Black Lead. See Lead.		
Beer and Ale in wood, estimated weights as above, C. L.	4	E	Blankets.	1	
Beer, Ale and Minerals, bbls., half bbls. or kegs, empty. See Barrels.			Bleaching Salts. Same as Lime, Chloride of.		
Beer, Ale and Porter, in glass, packed, L. C. L., securely wired and seal- ed or locked	2		Blinds, Doors and Frames. See Sash, etc.		
Beer, Ale and Porter, in glass, packed, C. L., se- curely wired and sealed or locked.	4	E	Blocks, Pulley. See Pulley Blocks under Machinery.		
Beer, Ale and Porter			Blocks, Shuttle, rough.	3	
Boxes. See Boxes.			Blooms and Billets. See Iron.		
Beer, Ale and Ginger, in			Blueing.	1	
			Blue Stone. See Vitriol, Blue.		
			Boards, Binders'. See Bin- ders' Boards.		
			Boats, Common, wooden, L. C. L.		D 1
			Boats, Common, wooden, when flat cars are re- quired, C. L.		5
			Boats, Racing.	4	T 1
			Boats, Row, when loaded		

	C.R.	O.R.		C.R.	O.R.
in box cars, L. C. L....	4	T 1	Boxes, Journal. See Iron.		
Boats, Row, when flat car is required, min. wt. 10,000 lbs.		2	Boxes, Paper, empty, packed, C. L., min. wt. 10,000 pounds.	3	
Boats Row, when two flat cars are required, min. wt. 10,000 lbs. to each car.		2	Boxes, Match, wooden. . .	2	
Boats, Row, C. L., min. weight 20,000 pounds....		3	Boxes, Paper, nested, packed.	1	
Boats, Steam Yachts, min. weight 10,000 pounds...	2		Boxes, Paper, not nested. 3	T 1	D 1
Bobbins, Spools, Shuttles and Skewers, in boxes, L. C. L.	5		Boxes, Paper, Folding, K. D., and shipped flat, in bales, bundles or crates. Same as Bags, Paper.		
Same, C. L.	6		Boxes, Piano, empty, returned, K. D.	6	
Boilers, Bath and Range..	1		Boxes, Post Office, Letter.	2	
Boilers. See Machinery.			Boxes, Tobacco, empty. . .	1	
Bolts. See Iron.			Boxes, Vehicles. See Vehicle Material.		
Boneblack.	3		Box Straps, Iron. See Iron.		
Bones and Bone Dust. See Fertilizers.			Brackets, Insulator. See Telegraph.		
Bonnets.. Same as Dry Goods.			Brackets, Wood, N. O. S., finished and boxed.	3	4
Book Cases, Iron	1 1/2	1	Brackets, Wood, in white, made of pine or other wood.	3	6
Books.	1		Brackets, Iron, Shelf, packed.	3	
Boots and Shoes, L. C. L.	1		Brandy. See Liquors.		
Same, C. L.	2	5	Bran, L. C. L.	D	
Borax, packed	4		Bran, C. L., 25,000 lbs. . .	P	
Bottle Covers. See Covers.			Brass, N. O. S., in boxes, barrels or casks	1	3
Bottles, empty, packed. . .	1		Brass Bearings and Castings, packed.	2	
Bows and Shafts. See Vehicle Material.			Brass Flues.	2	
Box and Barrel Stuff. See Barrel and Box Material.			Brass, Scrap, loose.	2	
Boxes, Ale, Beer and Porter, returned with empty bottles.	4	E	Brass, Scrap, packed.....	5	
Boxes, Hat and Band, packed.	D 1		Brass Valves, boxed.	3	
Boxes, Fruit, and Baskets, C. L., not less than 20,000 lbs, to be charged for		R	Brass Vessels, in boxes, barrels or casks.	2	
Baskets, fruit, berry and vegetable, nested and packed solid, either in cases or securely fastened, L. C. L.	2		Bread.	3	
Boxes, Fruit, L. C. L.	1		Breeching, Metal. Same as Saddlery.		
Boxes, Cigar, empty, packed	D 1		Brick, Common and Fire. See Rule 12, C. L. 40,000 pounds	P	
Boxes, Cracker, empty, returned.	5		Brick, Common and Fire, L. C. L.	G	
Boxes, empty, including Egg crates, L. C. L.	1		Brick, Bath.	6	
Boxes, empty, including Egg Crates, C. L., 15,000 lbs. to be charged for ..	A		Brick, Salt, Plain, in boxes, L. C. L.	C	
Boxes, empty, N. O. S.	1		Same, C. L.	O	
			Brick, Salt, Medicated, in boxes, L. C. L.	4	
			Same, C. L.	6	
			Brick Machines. See Ma-		

	C.R.	O.R.		C.R.	O.R.
chinery.			boxes and tubs.	5	
Brimstone. Same as Sulphur.			Butter, Apple and other Fruits, in wood.	4	
Bristles.	1		Butter Trays, paper, nested, same as bags, paper C		
Britannia Ware.	1		Cabbages, packed.	3	6
Brooders. See Agricultural Implements.			Cabbages, loose, C. L.	3	6
Broom Corn, pressed in Bales, L. C. L.	B		Cabinet Ware. See Furniture.		
Broom Corn, pressed in Bales, min. C. L., 14,000 pounds.	D		Cages, Bird, boxed.	3 T 1	
Broom Corn and Broom Handles, C. L. mixed, 14,000 lbs. charged for ..	D		Cages, Bird, K. D., nested and packed.	D 1	
Brooms, any quantity.	4	5	Cake, Nitre. See Nitre.		
Brushes.	1		Cake, Oil. See Cotton Seed.		
Buckets, N. O. S. Same as Wooden Ware.	1	3	Cake, Salt. See Salt.		
Buckets, Coal.	1		Calccake.	5	
Buckets, Well.	4		Calks, Toe, in kegs.	5	
Bucks, Saw. See Sawbucks.			Calicoes. Same as Domestic.		
Buckles, Turn, packed, L. C. L.	3		Camphene.	1½	
Same, C. L.	5		Camphor.	1	
Buckwheat, Flour.	6		Candles, boxed.	4	
Buggies. See Vehicles.			Candy. See Confectionery.		
Building Material; consisting of baseboards, ceiling, casing and moulding, without ornamentation, same as lumber.			Cane Seed. See Seed.		
Building Material, Wooden, consisting of rough or dressed Lumber, Laths, Shingles, Window and Door Frames, Sash, Doors and Blinds, Mouldings, Ballusters, Baseboards, Casings, Newel Posts, Stair work and Wainscoting, mixed, L. C. L.	4		Cane, Sugar. See Sugar Cane.		
Same, C. L.	6		Canned Beef, packed.	4	
Bungs.	3		Canned Goods, N. O. S. ...	4	
Burial Cases. See Coffins.			Canned Vegetables. See Fruit.		
Burial Vaults, Cement, L. C. L.	4		Cannon.	1	
Same, C. L., 15,000 lbs.	6		Cans, empty, N. O. S.	3 T 1	
Burlaps.	6		Cans, galvanized iron, for manufacture of ice, L. C. L.	1	
Burning Fluid.	1½	1	Same, C. L., min. wt. 15,000 pounds.	4	
Burr Blocks, finished.	4		Cans, Glass. See Glass.		
Burr Blocks, rough.	5		Cans, Paper, crated.	1½	
Butter, Butterine, and Oleomargarine, in cans.	1	3	Cans, tin, empty, N. O. S., racked or boxed or in jackets, L. C. L.	1	2
Butter, Butterine and Oleomargarine, in kegs, firkins, buckets, pails,			Cans, tin, empty, to be used for paints and oils, minimum weight, 20,000 pounds.		4
			Cans, Fruit and Syrup, tin, in bulk, C. L., min. weight 15,000 pounds.		5
			Same, entirely boxed or crated, C. L. min. 15,000 pounds.		5
			Same, L. C. L.		3
			Cans, Tobacco, empty. ...	1	
			Caps and Hates.	1	
			Caps, Percussion.	1	

C.R.		O.R.	C.R.		O.R.
Caps, Hay. See Agricultural Implements.			and at owners' risk. ..		
Capstans.	3		Cars and Locomotives, standard gauge, on their own wheels, viz:		6
Carbons, Electric Light,, packed, L. C. L.	2	3	(A minimum charge of two dollars per car is allowed when shipped on their own wheels)		
Carbons, Electric Light,, packed, C. L.	3		Parlor and sleeping cars ....25c. per mile.		
Carboys. See Glass.			Coaches, baggage, mail and expr. cars...20c. per mile.		
Card Clothing. See Clothing.			Box, cab, stock or tank cars. ....10c per mile.		
Cards, Cotton and Woolen, Hand, packed.	1		Coal, gondola or dump cars. ....7c. per mile.		
Cards, Cotton and Woolen	1		Flat Cars, upon their own wheels ....6c per mile.		
Cards, Playing.	1		Flat cars. When one or more flat cars are loaded on a flat car the rate will be 3 cents per mile for those loaded on the flat, and 4 cents per mile for the car on wheels carrying the others.		
Cards, Show, boxed. See Signs.			Locomotives and tenders (including tram eng's), moved by their own power, owner to furnish fuel and crew; owner also to furnish pilot where rate amounts to \$10 or less, carrier to furnish pilot where ch'ge exceeds \$10, 20c. per mile. Not subject to Rule 27.		
Carpeting, well covered. ..	1		Subject to a minimum charge of \$2.00 for each road handling; maximum charge for entire movement of \$60.00.		
Carpets, Hemp and Rag. ..	2		Locomotives and tenders (including tram eng's), dead, connecting rods and small parts liable to be damaged to be taken off and boxed, 25c. per mile. Not subject to Rule 27.		
Carpet Lining. See Lining			Subject to a minimum charge of \$2.00 for each road handling; maximum charge for entire movement of \$60.00.		
Carriages. See Vehicles.			Locomotives and tenders (including tram eng's),		
Car mileage, freight, $\frac{3}{4}$ of a cent per mile.					
Car mileage, passenger, 3 cents per mile.					
"Carrara." Same as White Lead.					
Cars and Locomotives, viz:					
Cars, Logging, K. D. or set up, C. L., 24,000 lbs. charged for.		6			
Cars, Logging, smaller parts boxed.		5			
Cars, Logging, set up, L. C. L.		4			
Street or Tramway (operated either by steam, cable, horse or electric power), single.	D 1				
Street or Tramway (operated either by steam, cable, horse or electric power, C. L., two or more on a car, minimum weight 20,000 lbs.		5			
Cars, Hand, Lever or Crank, for railway use, viz:					
S. U., L. C. L.	1				
S. U., C. L., minimum weight 20,000 lbs.		5			
K. D., L. C. L.		2			
K. D., released, C. L.		6			
Cars knocked down (i. e., cars from which trucks, or other detachable parts have been removed and loaded on same car with bodies), to be loaded and unloaded by owners,					

	C.R.	O.R.		C.R.	O.R.
loaded wholly on flat cars, owner to load and unload, otherwise subject to Rule 14, 30c. per mile. Not subject to Rule 27. Subject to a minimum charge of \$6.00; maximum charge allowed, \$60.00.			ons.		
Cartridges, metallic or paper (not high explosives) boxed L. C. L.	1		Chalks, Prepared.	1	
Same, C. L.	5		Charcoal, in bbls. or casks, L. C. L.	5	
Carts, Hand. See Vehicles.			Charcoal, in barrels or casks, C. L., not less than 24,000 lbs. to be charged for.	0	
Cases and Crates, Egg. See Boxes.			Checks. See Domestics.		
Cases, Coca-Cola and Soda Water, empty, L. C. L.	3		Cheese.	4	
Cases, Show. See Show Cases.			Chert, C. L. 30,000 lbs., Class P, less 20 per cent.		
Cash Registers. See Registers.			Chestnuts, prepaid.	3	5
Casing, Window. See Woodwork.			Chests, Commissary.	1	
Casks, Iron. See Drums, under "Iron."			Chests, Ice. See Refrigerators.		
Cassia.	3		Chicory.	4	
Castings, Iron. See Iron.			Chimogene. Same as Oil, Coal.		
Castings, Plaster.	D 1		Chinaaware.	1	
Castor Pomace. Same as Fertilizers.			Chloride of Lime. See Lime.		
Catsup, in wood.	4		Chocolate.	1	
Catsup, in glass, boxed.	2		Chromos. Same as Paintings.		
Cattle. See Live Stock.			Chufas, C. L. See Nuts.		
Caustic Soda. See Soda.			Churns.		3
Cement, in sacks or barrels, L. C. L.	B		Cider, in barrels or kegs.	B	
Same, C. L.	L		Cider, in glass, packed. ..	2	
Cement, Building Blocks. See Building Stone under Stone.			Cider Mills and Presses. See Agricultural Implementments.		
Cement, Glue, packed.	2		Cigar Lighters.	1	
Cement, Asbestos. See Asbestos.			Cigars, boxed and strapped, corded and sealed.	1	
Cement, Roofing. See Roofing.			Cigars, not packed as above, not taken.		
Cereals. See Food Preparations.			Cigar Boxes. See Boxes.		
Chain, Cotton, Woolen and Hempen.	2		Citron.	2	
Chains, loose or packed, L. C. L.	5		Clay, in boxes, barrels or casks, L. C. L.	B	
Same, C. L.	6		Clay, C. L. See Rule 12, 25,000 pounds.	P	
Chain Belting. See Machinery.			Clay, Burnishing, packed.	5	
Chairs. See Furniture.			Clay, Fire, L. C. L.	B	
Chalk.	5		Clay, Fire, C. L. See Rule 12, 25,000 pounds.	P	
Chalk, Crayons. See Cray-			Clay, German.	5	
			Cleaners, Cotton Seed. See Agricultural Implements.		
			Clocks, boxed.	1	
			Clock Weights. See Weights.		
			Clothes Lines. See Rope.		
			Clothes Pins.	2	
			Clothing.	1	
			Clothing, Card.	1	
			Clothing, Rubber, and Rub-		

	C.R.	O.R.		C.R.	O.R.
ber Goods N. O. S.	1		Coffins, Metallic	2	
Clover Seed. See Seed.			Coke. See Coal.		
Coal and Coke, L. C. L.			Collars, Horse. See Saddlery.		
In boxes, barrels or bags.	L		Collars, Paper, packed.		
Coal and Coke, C. L.	L		Same as Dry Goods.		
COAL RATES.—All percentages now allowed Railroad Companies in this State on Coal and Coke in carload quantities are withdrawn, and the said companies (excepting the Western and Atlantic and Georgia Railroad Companies) are allowed to charge for the transportation of Coal and Coke, in carload quantities, as follows:			Cologne. See Perfumery.		
For fifty miles and under Class L.			Columns, Wooden, solid.		
For one hundred miles and over fifty miles, Class L, less 5 per cent.			Same as Lumber.		
Over one hundred miles, Class L, less 10 per cent.			Columns, Fluted and Ornamental. Same as Wood-work.		
The Western and Atlantic and the Georgia Railroad Companies are allowed to charge for the transportation of Coal and Coke in carload quantities as follows:			Combs, Curry. See Curry-combs.		
For fifty miles and under, Class L, less 10 per cent.			Commissary Chests and Stores	1	
For distances over fifty miles, Class L, less 15 per cent.			Compounds. See Soap Powders.		
Coal Oil. See Oil.			Compounds, Polishing	3	
Coal Tar. See Tar.			Conductors, or Down Spouts, or Leaders, galvanized iron or tin. See Gutters and Guttering.		
Cocoa	1		Conduits, viz:		
Cocoa Matting. See Matting.			Brick, L. C. L.	6	
Cocoanuts. See Nuts.			Same, C. L.	3 of 6	
Coca Cola (Syrup) in barrels or kegs, same as juices, fruit, etc.			Electrical, Insulating,		
Codfish. See Fish.			Tarred Felt, Paper, Indurated Fibre or Porcelain, in bundles, crates or boxes, L. C. L.	2	
Coffee, Extract or Essence of	2		Same, C. L., min. wt. 20,000 lbs.	4	
Coffee, Green, single sacks	4		Flexible Iron, for electric wires, L. C. L.	4	
Coffee, Green, double sacks	6		Same, C. L.	6	
Coffee, Ground or Roasted in single sacks	3		Underground (for electric wires), earthen, cement, concrete, terra cotta or clay, L. C. L.	6	
Coffee, Ground or Roasted, in double sacks, boxes or barrels	5		Same, C. L.	3 of 6	
Coffee, Roasted, in boxes or barrels	5		Wooden, creosoted, L. C. L.	4	
Coffee, Substitute, Cereal. Same as Chicory.			Same, C. L.	6	
Coffee Mills. See Mills.			Confectionery, Candy value limited to 6 cents per lb., and so specified on Bill of Lading	4	5
Coffins, plain or stained, (not painted nor varnished) wrapped	1		Confectionery, Candy, value limited to 20 cts. per lb., and so specified on Bill of Lading	3	4
Coffins, N. O. S., boxed or crated	2		Confectionery, N. O. S.	1	
Coffins, K. D.	3		Cooking Oil. See Lard.		
			Coolers and Filters, Water, boxed.	1	
			Copal. See Gum.		
			Copperas, in barrels or		

	C.R.	O.R.		C.R.	O.R.
casks	5		6 Band Cotton, 7cts. per 100 lbs.		
Copperas, N. O. S.	4		8 Brand Cotton, 8½cts. per 100 lbs.		
Copper, in boxes, barrels or casks	3		Cotton, in bales	J	
Copper, Scrap, packed	5		Cotton Samples	1	
Copper, Scrap, loose	4		Cotton, Burnt; shipments of burnt cotton are accepted at original weight, and cotton rates applied—500 lbs. to be the average weight per bale when original weight can not be obtained.		
Copper Vessels, in boxes, barrels or casks.	2		Cotton, Dyed, in bales	4	
Copper Bottoms, Copper Plates, Sheets, Bolts, Wire and Rods	3		Cotton, Unginned, packed in bags less than 2,000 lbs., L. C. L.	2	
Copper Flues	2		Cotton, Unginned, packed in bags, 2,000 lbs. and over, L. C. L.	5	
Copper Ingots, Pigs and Matts	4		Cotton, Unginned, packed in bags, C. L., minimum weight 20,000 lbs.	6	
Copper Ore, C. L., 25,000 lbs.	P		Cotton Batting. See Batting.		
Copper Ore, L. C. L.	6		Cotton Batting, N. O. S. .	5	
Copper Stillls (worm, crated)	1	3	Cotton Factory Products. See Domestics.		
Copying Presses, see Presses.			Cotton Oil Mill Rolls. See Oil Mill Rolls.		
Cordage	3		*Cotton Seed valuable for planting, L. C. L.	6	
Cork	1		Same, C. L.	G	
Corn Starch. See Starch.			*Cotton Seed, common, any quantity	G	
Corn. See Grain.			*NOTE: L. C. L. Shipments of Cotton Seed to be sacked. Otherwise 20,000 pounds to be charged for.		
Corn (Seed). See Seed.			Cotton Seed Hulls, C. L. 25,000 lbs.	P	
Corn, in ear. See Grain.			Same, without percentage, L. C. L.	G	
Cornices and ornamental work for buildings, made of sheet or stamped metal, plain, galvanized or painted, viz.:			Cotton Seed Meal, Ashes and Oil Cake, same as Fertilizers.		
Boxed or crated, S. U., L. C. L.	D 1		Cotton Seed Mills. See Agricultural Implements.		
Same, nested, L. C. L. .	1		Cotton Seed Oil. See Oil.		
Loose, L. C. L.	3 T 1		Cotton Waste. Same as Paper Stock.		
Boxed, crated or loose, C. L. min. wt. 10,000 lbs. .	2		Covers and Safes, boxed .	3 T 1	
Cornice Mouldings, galvanized iron (not cornices) nested and crated, any quantity	5		Covers, Bottle, Paper, Straw or Wooden, packed or pressed in bales	3	
Cornices, Wooden, for windows, doors or inside finish. See Wood-work.			Covers, Wooden	1	
Cornices, Wooden, for outside finish. Same as Mouldings for building purposes.			Cracklings	4	
Corsets	1		Crackers	5	
Corundum, L. C. L., in sacks, barrels or casks, value limited to 4 cents per pound	3		Cradles, Grain, see Agricultural		
Corundum, C. L., in sacks, barrels or casks, value limited to 4 cents per lb.	6				
Cotton: Rates for Compression:					

	C.R.	O.R.		C.R.	O.R.
tural Implements.			Deer Skins, pressed in bales	2	
Cranberries	3		Deer Tongue. See Tongue.		
Crates and Cases, Egg, see Boxes.			Demijohns. See Glass.		
Crates for peaches and apples, include wooden or splint inside carriers, without tops or handles, (nested)			Denims, see Domestic.		
Crates, for peaches and apples, L. C. L., set up	1	4	Desiccated Meats and Vegetables	4	
Crates, for peaches and apples, C. L., set up 20,000 lbs. min.	R		Detergent	4	
Crates, for peaches and apples, L. C. L., K. D.	B		Disinfectants, in glass, packed	1	
Crates, for peaches and apples, K. D., C. L., 24,000 lbs. min.	P		Disinfectants, N. O. S., in bbls.	4	
Crayons, Chalk	4		Distributors. See Agricultural Implements.		
Creameries, packed or wrapped	2	3	Dog Irons, see Andirons.		
Cream Tartar, in boxes or kegs	2		Dolomite for Furnaces. Same as Limestone.		
Cream Tartar, in barrels or hogsheds	3		Domestic, Denims, Sheetings, Shirtings, Tickings, Cotton Jeans, Duck, Checks, Calicoes, Prints, Cotton Rope, Thread, Yarns, and other factory products, without percentage	6	
Crockery. Same as Earthenware.			Doors, Iron. See Iron.		
Croquet Sets, in boxes	2		Doors and Frames. See Sash, etc.		
Cross Arms, Telegraph and Telephone, see "Telegraph."			Drawers and Shirts, Unlaundered, entirely of Cotton, see Garments, Cotton.		
Crossties, hewed or sawed, of dimensions from 6"x8" x7' to 7"x9"x9'-6", C. L., 32,000 lbs., (subject to Rule 12)	P		Drills, Grain. See Agricultural Implements.		
Crow Bars. See Iron.			Dross, Rosin. Same as Rosin.		
Crucibles		3	Drugs and Medicines, N. O. S.	1	
Crushers, Corn and Cob. See Agricultural Implements.			Drums. See Musical Instruments.		
Crystals, Washing	5		Drums, iron. See Iron.		
Cultivators. See Agricultural Implements.			Dry Goods, N. O. S.	1	
Curbing, Well	2		Dry Goods, in boxes or bales	1	
Currants. See Fruit.			Dry Goods, in trunks, crated or strapped	1	2
Currycombs, same as Hardware, N. O. S.			Dry Goods, in trunks, corded or wrapped	1	
Cutch	4		Dry Goods, in trunks, not corded or wrapped	D 1	
Cutlery	1		Dusters, Bran. See Agricultural Implements.		
Cylinders, Iron. See Drums, under "Iron."			Dye (Liquid) or Wood, Liquor, in barrels	3	
Cylinders, Sheet Metal. See Iron.			Dye Stuffs, viz.: Dry, in boxes	1	
	D		Dry, N. O. S., in kegs, bbls. or iron drums ..	2	
Dates. See Fruit.			Liquid, N. O. S., in bbls.	5	
Deer, boxed.	3 T 1				

	C.R.	O.R.		C.R.	O.R.
Dye Woods, in boxes or bbls.	2		Essences. See Extract.		
Dye Woods, in stick	4		Evaporators, Fruit. See Agricultural Implements.		
E			Evaporators, Sugar. See Agricultural Implements.		
Earthenware (not China- ware), Crockery, Jugware or Stoneware, viz:			Excelsior, made from Geor- gia pine, pressed, in bales, L. C. L.	5	
In boxes	2		Excelsior, made from Geor- gia pine, C. L., min. wt. 10,000 lbs.	D	
In slatted boxes, crates, bbls., tierces, casks or hhd's., L. C. L.	4		Exhibitors, boxed or crated 3 T 1	D 1	1
Loose, L. C. L.	2		Exhibitors, woven or crated D 1		1
Packed or loose, C. L. ..	6		Explosives. Same as Pow- der.		
Jugware, Common, C. L.	0		Extinguishers, Fire, hand, glass or grenade, packed 1½	1	
Eggs, packed	1	2	Extinguishers, Fire, on wheels.		
Electric Light Carbons. See Carbons.			Same as Engines, Fire.		
Electric Appliances, viz.:			Extract Bark, for tanning, in wood	5	
Batteries, N. O. S., L. C. L.	1		Extract Bark, for tanning, in glass, packed	2	
Same, C. L., 20,000 lbs. ..	3		Extract of Indigo. See In- digo.		
Battery Cups and Jars, earthenware, in packages, L. C. L.	2		Extract of Logwood. See Logwood.		
Same, C. L.	5		Extract of Malt, in glass, packed. Same as Ale.		
Arc Light Globes and Bulbs, in crates, boxes, bbls. or casks, L. C. L.	D 1	1	Extract and Essences, N. O. S.	1	
Same, C. L., min. wt. 16,- 000 lbs.	2	3	F		
Dynamos, same as Ma- chinery, N. O. S.			Facing, Iron and Coal, in bbls. or sacks, L. C. L. ..	6	
Meters, boxed	1		Facing, Iron and Coal, in bbls. or sacks, C. L.	A	
Same, N. O. S.	D 1		Factory sweepings and cot- ton waste. See Paper Stock.		
Hoods, Electric Light, iron, nested, in pack- ages	2		Fans, in boxes	D 1	
Transformers, weighing each 150 lbs. or less ..	1		Fans, Fly, boxed	3	
Same, weighing over 150 lbs. each	3		Fans, Palm Leaf, pressed ..	1	
Electrical Instruments, Fittings and Fixtures, N. O. S., boxed	1		Fanning Mills. See Agri- cultural Implements— Mills, Fanning.		
Elevators	1		Farina	2	
Elevators, Hay. See Agri- cultural Implements.			Fasteners, Box. See Iron.		
Emery, value 4 cents per lb.	3		Faucets, boxed	2	
Emery, N. O. S.	2		Feathers	D 1	
Empties, dairy, returned by the line over which shipment has been made, not over 100 pounds, 5 cents each for any dis- tance.			Feeders, Cotton Gin. See Agricultural Implements.		
Enameled Ware. See Agate.			Felloes. See Vehicle Ma- terial.		
Engines. See Machinery.			Felt, Roofing. See Roofing.		
Equipage. See Accoutre- ments.			Felting, Boiler	2	
			Fence, Wire and Wood (combination)	5	

	C.R.	O.R.		C.R.	O.R.
Fencing, Wire, other than Woven	5		Same, less than 10 lbs. per sack	6	
Fencing, woven wire, 16 gauge and over, O. R. of wet and rust	§ of 6		Flour, in paper, not packed, not taken		
Fenders, Iron. See Iron.			Flour, Buckwheat	6	
Fertilizers, C. L., 30,000 lbs. Class M less 10 per cent., without percentage.			Flour, Corn, L. C. L.	4	
Fertilizers, L. C. L., Class K less 10 per cent., without percentage.			Flour, Corn, C. L., not less than 20,000 lbs. to be charged for	C	
(Shipments of fertilizer not subject to Rule 27.)			Flour, Sack Material	6	
Fibre, Palmetto and Pine pressed in bales	6		Flour, Self-raising, in packages	C	
Figs, in drums	1		Flour, Rice	C	
Figs, in casks or boxes	2		Flues, Copper. See Copper.		
Figures, not Iron, packed. See Images.			Flues, Iron. See Iron.		
Files and Rasps, packed ..	2		Flues, Brass. See Brass.		
Filters. See Coolers.			Fluor-Spar, L. C. L.	6	
Findings, Shoe	1		Fluor-Spar, C. L.	M	
Fire-arms	1		Fly Fans. See Fans.		
Firecrackers and Fireworks, packed (so marked)	1		Fodder. See Hay.		
Fire Extinguishers. See Extinguishers.			Foil, Tin, in boxes	2	
Fireplaces, portable, including the necessary pipe ..	2		Food, Animal or Poultry, viz.: Dry, prepared, N. O. S. in sacks, boxes or barrels, L. C. L.	4	
Fish, N. O. S., in cans, boxed	4		Same, C. L.	6	
Fish, Pickled or Salted, in bbls., half barrels, kegs or kits	6		Liquid, prepared, in glass, boxed, or in cans, boxed	2	
Fish, Dry Salted, etc., packed	5		Horse and Cattle Food, N. O. S., in sacks	D	
Fish, Dry Salted, in bundles	2		Bird Gravel or Sand, in sacks or packed	2	
Fish, Fresh. See Meat.			Food Preparations, Cereal, viz.: Grits, Corn, in boxes	6	
Fish, Smoked, in boxes ...	2		Grits, Corn, other than in boxes, same as Meal, Corn.		
Fishing Rods	D 1		Hominy, same as Grits.		
Fishing Tackle, boxed	1		Same, in barrels, half-barrels, kegs, drums or boxes or in paper packages		
Fittings, Iron, pipe. See Iron.			Food Preparation, N. O. S. in sacks	5	
Fixtures, Bank, Store, etc. See Furniture.			Food, Prepared, N. O. S.	1	
Fixtures, Gas, packed	2	3	Food Preservatives, packed	3	
Fixtures, Grate, packed ..	2	1	Foots, Cottonseed oil. See Soap Stock.		
Fixtures, Grate, loose	1½		Forges, Portable.	3	
Fixtures, Tobacco. See Machinery.			Forks, Hay and Manure. See Agricultural Implements.		
Flax, pressed in bales	3		Fountains, Soda, fully boxed.	3 T 1	1
Flax Seed. See Seed.			Fountains, Soda, not taken unless fully boxed.		
Flour, in barrels, (estimated weight, 200 pounds) ...	F				
Flour, in sacks other than paper, 10 lbs. per sack and over	C				

	C.R.	O.R.		C.R.	O.R.
Fowls, dressed.	B		Agricultural Implements.		
Fowls, live in coops, C. L.	1	N	Furs. See Hides.		
Fowls, live in coops, L. C.			Fuse.	D 1	
L.	1	2	Furniture, C. L., viz:		
Frames, Bed, wrapped or			Bed Slats, in bundles,		
crated.	2	3	crates or loose, min. wt.		
Frames, Door and Window.			24,000 pounds.	5	6
See Sash, etc.			Chairs, Wooden, with Cane,		
Frames, Picture, Mirror or			Splint, Rattan, Reed,		
Looking Glass, loose or			Bamboo or Wooden Seats		
in bundles.	3 T 1	D 1	(not upholstered), min.		
Same, wrapped.	1 1/2		wt. 8,000 lbs.	3	4
Same crated or boxed.	1	2	Chairs, N. O. S., min. wt.		
Frames Mounted with Mir-			8,000 lbs.	2	3
rors, or Looking Glasses,			Chairs and other Furniture		
when shipped separately			Stuff or Stock, Wooden,		
from other Furniture.	3 T 1	D 1	N. O. S., K. D., in the		
Frames, quilting. See			rough or in the white,		
Quilting Attachments.			and Chairs, K. D., in the		
Freezers, Ice Cream.	2		white, min. wt. 24,000 lbs.	4	5
Fruit and Vegetables, in			Chair Seats, in bundles or		
cans, without percentage,			packed, C. L., 20,000 lbs.	3	4
L. C. L.	5		Fixtures, of either hard or		
Same C. L., without per-			soft woods (not including		
centage.	6		show-cases), for fitting		
Fruit, in Glass, packed. ..	1	3	Banks, Barber-shops, Offi-		
Fruit, Berries, dried.	4		ces, Saloons, Stores, etc.,		
Fruit, Berries, green, pre-			with or without mirrors,		
paid.		1	(glass to be properly		
Fruit Boxes and Baskets.			boxed) min. wt. 12,000		
See Boxes.			pounds.	2	3
Fruit, Dates.	2		Mattresses, Woven-wire or		
Fruit, Dried Currants.	2	3	Spring Beds, C. L., min.		
Fruit, Dried, N. O. S.	3		wt. 12,000 lbs.	4	
Fruit, Dried Apples and			Mattresses, Straw, Cotton,		
Peaches, L. C. L.	4	6	Shuck, Hay and Excel-		
Fruit, Dried Apples and			sior, min. 12,000 lbs. ..	4	
Peaches, C. L.	6	C	Poles, Curtain, rough or in		
Fruit, Green, N. O. S., pre-			the white, min. wt. 24,000		
paid or guaranteed.		3	lbs.	4	5
Fruit, Apples, Peaches,			Vault or Office, Iron or		
Pears (not dried) and		B	Steel, consisting of Filing		
other green fruit, in bar-			Cabinets or Cases, Shelv-		
rels or boxes, L. C. L. ..			ing, Counters. Roller		
Fruit, Apples, Peaches,			Book Shelves and Ta-		
Pears (not dried) and			bles, crated or boxed,		
other green fruit, in bar-		O	min. wt. 24,000 lbs.	3	4
rels or boxes, C. L.			Iron Bedsteads, min. wt.		
Fruit Juices. See Juices.			12,000 lbs.	4	
Fruit, Oranges, Lemons,			N. O. S., all kinds, finished		
Bananas and Pineapples,			or in the white, straight		
L. C. L.	4		C. L., min. wt. 12,000 lbs.	2	3
Fruit, Oranges, Lemons,			N. O. S., all kinds, finished		
Bananas and Pineapples,			or in the white, (taking		
C. L.	6		3d class, O. R., or lower		
Fullers Earth. Same as			when in straight C. L.)		
Clay.			mixed C. L. min. wt. 12,-		
Furnaces, Evaporator. See			000 pounds.	2	3

C.R.		O.R.	C.R.		O.R.
Furniture, L. C. L., viz:			unwrapped or wrapped		
Beds, Spring or Woven			with paper, L. C. L.	D 1	1
Wire. See Mattresses,			Same without rockers.	1½	1
Wire.			Same without rockers, tied		
Bedsteads, Folding, boxed			in pairs, seat to seat....	1	2
or crated. (See note) ..	1	2	Same, without rockers, of		
NOTE: Same rate applies			common wood, com-		
to folding beds in combination			pletely K. D., wrapped or		
with wardrobes, desks, etc.			not wrapped, packed in		
Bedsteads, Iron or Brass,			bundles.	2	3
K. D.	2	3	Chair Stock. Same as		
Bed Slats, Wooden, in bun-			Chairs, K. D., packed.		
dles or crates.	3	4	Chairs, N. O. S., S. U.	D 1	1½
Bed Slats, Metal, in bundles			Chairs, N. O. S., completely		
or crates.	1	2	K. D.	1½	1
Bookcases, wrapped or			Chair Seat Material, viz:		
crated, S. U., including			Cane, Rattan, Reed, Wil-		
Sectional or Elastic Book-			low, Bamboo or Leather,		
cases, in set up sections.	D 1	1½	packed or in bales.	1½	1
Same, K. D.	1½	1	Chair Seat Material—Fiber,		
Bookcases and Desks, com-			Leather, Board or Ven-		
bination, wrapped or			eer.	1	2
crated.	1½	1	Chair Seats, in bundles or,		
Buffets. See Sideboards.			packed.	1	2
Bureaus, of Hardwood,			Chair Splints, Wooden,		
wrapped or crated.	1	2	packed or in bundles		
Same, of common wood. ...	2	3	or bales.	1	2
Cabinets, Wooden, Revolv-			Chiffoniers. Same as Bu-		
ing, for displaying hard-			reaus.		
ware, wrapped or crated.	1½	1	China Closets, wrapped or		
Cabinets, Kitchen. See			crated.	D 1	1½
Safes.			Church Furniture, N. O. S.,		
Castors, Roller, packed. ...	1	2	wrapped or crated, S. U.	D 1	1½
Chairs, Bamboo, Rattan,			Same, K. D.	1	2
Reed or Willow, wrapped			Cots, Woven Wire, S. U.	D 1	1½
or crated.	D 1		Same, K. D., or folded.	2	3
Chairs, Barber, Dental,			Cots, N. O. S., of hard		
Folding, Reclining or Sur-			wood, S. U.	D 1	1½
gical, S. U., wrapped or			Same, of common wood. ...	1	2
packed.	D 1		Cots, N. O. S., of hard		
Same, K. D., or folded,			wood, K. D.	1	2
wrapped or packed.	1½	1	Same, as soft wood.	2	3
Chairs, Camp or Folding			Couches, metal, folding, K.		
Seat.	1½	1	D. or folded.	1½	1
Chairs, Auditorium (Opera,			Cradles or cribs, wrapped		
Church, etc), packed, K.			or crated, S. U.		
D.	1½	1	Same, K. D. or folded.	1	2
Chairs, Porch or Lawn,			Cushions, Furniture, in		
iron, or iron and wood			bales or cases.	1½	1
combined, S. U.	1	2	Desks and Seats, School,		
Same, K. D.	2	3	S. U.	1	2
Chair and Step-ladder, com-			Desks and Seats, School,		
bination.	D 1	1½	K. D.	2	3
Chairs, Rocking, Hardwood			Desks, N. O. S., wrapped		
or Metal Frames, with			or crated.	1	2
Cane, Splint, Rattan,			Dressing Cases or Dressers		
Reed, Willow, Bamboo,			Same as Bureaus.		
Leather or Wooden Seats			Easels.	D 1	1½
(not upholstered), set up,					

	C.R.	O.R.		C.R.	O.R.
Filing Cabinets, Cases or Boxes, crated or boxed.	1½	1	S. U.	D 1	1½
Fixtures, not including show cases, for fitting banks, barber shops, offices, saloons, stores, etc., with or without mirrors, (glass to be properly boxed), wrapped or crated.	1	2	Same, K. D., wrapped or packed.	1½	1
Footstools. See Hassocks.			Refrigerators and Ice Chests, wrapped or packed.	2	3
Frames, Lounge or Sofa, S. U.	D 1	1½	Refrigerator Material, thoroughly K. D.	2	3
Same, backs taken off. .	1	2	Safes or Cabinets, Meat or Kitchen, tin, wood, or wood and tin combined, S. U.	D 1	1½
Hall Stands. See Hat Racks.			Same, with legs detached, packed.	1	2
Hassocks, or Footstools. .	1½	1	Same, K. D., flat.	2	3
Hat Racks, folding, packed	1½	1	Settees. Same as Chairs.		
Hat Racks, or Hall Stands, N. O. S., wrapped or crated, S. U.	D 1	1½	Sideboards or Buffets, wrapped or crated.	1	2
Same, K. D., or with tops detached and secured inside of package, crated or boxed.	1½	1	Sofas and Tete-a-tetes, wrapped or crated.	D 1	1½
Lounges, with backs wrapped or crated, S. U. . .	D 1	1½	Springs, Bed. See Springs.		
Same, with backs taken off.	1½	1	Spring Beds. See Mattresses, wire.		
Lounges, without backs wrapped or crated, S. U.	1½	1	Stands or Racks, Music, S. U.	D 1	1½
Marble, for Furniture. See Stone.			Same, K. D., flat, wrapped or packed.	1½	1
Mattresses, viz:			Stools, Piano, wrapped or packed.	1½	1
Hair, Wool or Feather.	D 1	1½	Tables, Bamboo, Rattan, Reed or Willow, wrapped or packed.		
Spiral Spring, not compressed.		D 1	Table, Billiard, and Billiard Table Beds, boxed or crated.	1	
Spiral Spring, in packages containing two or more compressed, not to exceed three inches per mattress in thickness.	1	2	Tables, of hardwood, N. O. S., wrapped or crated, S. U.	D 1	1½
Straw, Cotton, Shuck and Excelsior.	3		Same, of common wood. .	1½	1
Wire, entirely taken apart and K. D., boxed.	1	2	Tables, of hardwood, K. D., flat, or folded flat.	2	
Woven Wire.	1½	1	Same, of common wood. .	2	3
Spring, N. O. S.	D 1	1½	Table Legs, Slides, Leaves, Tops and Supports, wrapped or crated.	2	3
N. O. S.	1	2	Vault or Office, iron or steel, consisting of filing cabinets or cases, shelving, counters, roller book shelves and tables, crated or boxed.	1	2
Poles, Curtain, wooden, and Fixtures, boxed or crated.	1	2	Wardrobes, wrapped or crated, S. U.	1½	1
Same, without Fixtures, boxed or crated.	2	3	Same, K. D., flat.	1	2
Poles, Curtain, N. O. S., and Fixtures, boxed or crated.	1½	1	Washstands of hardwood, wrapped or crated.	1	2
Racks or Stands, Display,					

	C.R.	O.R.		C.R.	O.R.
Same, of common wood. . .	2	3	Glass Floor Lights, rough and heavy.	5	
N. O. S., of hardwood, S. U., wrapped or packed. .	D 1	1½	Glass Fruit Jars, See Jars.		
Same, of common wood. . .	1½	1	Glass Insulators. See Insulators.		
N. O. S., of hardwood, K. D., wrapped or packed. .	1	2	Glass Lanterns. See Lanterns.		
Same, of common wood. . .	2	3	Glass Oil Cans, with metal jackets, packed	1	
G			Glass Plate, 7½x15 feet or under (outside measurement)	D 1	2
Gambler.	4		Glass Plate, over 7½x15 feet (outside measurement) subject to min. wt. of 1,500 lbs.	3 T 1	D 1
Game. See Poultry.			Glass, Roofing and Skylight, not Window Glass	2	3
Garments, Cotton, such as jackets, or jumpers, pants, overalls, unlaund-ered shirts and drawers, and knitting factory products, shipped in original packages, contents to be legibly marked on each package.	5		Glass, Colored, stained, decorated, enameled, ground, figured or etched L. C. L.	1½	1
Gas, in iron buoys, requiring flat or gondola car, minimum weight 5,000 lbs. each.	1		Glass, Colored, stained, decorated, enameled, ground, figured or etched, C. L.	1	2
Gas, for dental purposes or for calcium lights, in cylinders.	1		Glass, Vault Lights, rough and heavy	5	
Gas, Liquid Carbonic Acid, in iron drums or tubes (carrier's option. See Note)	5		Glassware, fine cut or engraved	D 1	1
NOTE: Drums or tubes, containing Carbonic Acid Gas, must be plainly marked, by proper label or otherwise, "NOTICE—DANGER! This package must not be exposed to the sun or stored in a warm place."			Glassware, N. O. S.	2	3
Gasoline. See Oil.			Glass, Window, plain, colored, enameled or ground, L. C. L.	3	4
Gauges, Steam. See Machinery.			Same, C. L.	5	
Gelatine.	1		Glucose, in half bbls., bbls., or hhds.	R	
Generators, Gas.	3		Glue.	3	
Ginger, Ground, in boxes. .	2		Glue, Scrap	5	
Ginger, in bags.	3		Glycerine, in cans, boxed or in barrels	1	
Gins, Cotton. See Agricultural Implements.			Glycerine, in iron tanks or casks	3	
Ginseng.	1		Glycerine, Nitro, plainly labeled, L. C. L.	4 T 1	
Girders, Iron. See Iron.			Glycerine, Nitro, plainly labeled, C. L.	3 T 1	
Glass, Carboys, empty . . .	D 1	3	Graders' Outfits. See Outfits.		
Glass, Chimneys.	2	4	Grain	D	
Glass, Demijohns, empty, not packed.	4 T 1	3 T 1	Grain, Corn, in ear, sacked, L. C. L.	D	
Glass, Demijohns, filled, not packed or boxed not taken.			Corn in Ear, L. C. L. sacked	D	
Glass Demijohns, filled, boxed.		3	Grain, Corn, in ear, C. L. Subject to Rule 13 without percentage	N	
Glass Demijohns, empty, packed.	D 1	1½	Granite. See Stone.		
			Granite, Roofing. See Roof-		

C.R.		O.R.	C.R.		O.R.
Ing.			Hames, in bundles or pack- ed		
Granite Ware. See Agate				3	
Grapes, in bundles, boxes or crated, L. C. L.		B	Hammers, other than Sledge, same as Tools, N. O. S.		
Grapes, C. L.		O	Hammocks and Fixtures .	1½	
Graphite, C. L. 25,000 lbs., Class P, less 20 per cent.			Hams. Same as Meat, salted		
Grass Seed. See Seed.			Hand Carts. See Vehicles.		
Grate Bars. See Iron.			Handles, N. O. S., boxed or crated	5	
Grate Baskets. See Iron.			Handles, Broom, boxed or crated, L. C. L.	B	
Grates. See Iron.			Handles, Broom, C. L., not less than 24,000 pounds to be charged for	K	
Grave Stones. See Stone.			Handles, Broom and Broom Corn, C. L., mixed. See Broom Corn.		
Grease, Axle	6		Handles, Plow. See Agri- cultural Implements.		
Grease, Car, in barrels	6		Handles, Beams and other woods for manufacturing purposes, rough or dress- ed, but unfinished, C. L., 24,000 lbs. Rules 12 and 13 to apply without per- centage	K	
Grease, N. O. S., in buckets, tubs, kits or kegs, L. C. L.	3		Hangers, Rails and Tracks, door, packed or in bundles	4	5
Grease, N. O. S., in boxes, barrels or casks	6		Hardware, packed, N. O. S.	2	
Grenades, packed	1½	1	Hardwood. See Wood.		
Grindstones	6		Harness. See Saddlery.		
Grindstone Fixtures, packed or in bundles	3		Harness Hardware. Same as Hardware, N. O. S.		
Grits, Corn, same as Meal Corn			Harrows and Harrow Teeth. See Agricultural Implements.		
Grits, in boxes	2		Hasps, see Hooks.		
Groceries, N. O. S.	2		Hatchets, same as Axes.		
Guano. See Fertilizers.			Hats and Caps. Same as Dry Goods.		
Guano Horns. See Agricul- tural Implements.			Hat Boxes. See Boxes.		
Gum, Camphor. See Cam- phor.			Haversacks. Same as Ac- coutrements.		
Gum, Copal, Kowrie and Shellac	2		Hay, Fodder and Straw, pressed, in bales, C. L., or over, min. wt., 20,000 lbs. to carload, all excess to be charged for at proportionate rates	D	
Gums, N. O. S.	2		Hay, Fodder and Straw, pressed in bales, L. C. L.	R	
Gun Cotton	D 1		Heading. See Barrel and Box Material.		
Gunny Bags. See Bags.			Hay Caps. See Agricultural Implements.		
Gunpowder. See Powder.			Hay Presses. See Agricul- tural Implements.		
Guns, Rifles	1				
Gutters and Guttering, gal- vanized iron or tin, viz.:					
Not nested, L. C. L.	1				
In nests of two or more, crated, L. C. L.	2				
Same, C. L.	4				
Gypsine, in Cases. Same as Paints, dry, in Cases.					
Gypsum, Land Plaster; Fer- tilizer. Same as Fertil- izers.					
Gums, Chewing	1				
H					
Hair, in sacks	1				
Hair, Cattle, for plastering, pressed, in bales	6				
Hair, Curled, pressed, in bales, and Hair Rope ..	2				
Hair Goods, manufactured, packed in boxes	D 1				

	C.R.	O.R.		C.R.	O.R.
Head Lights, boxed	D 1		Honey, in barrels or kegs	1	5
Hearses. See Vehicles.			Honey Extractors, crated.	1	
Heaters, Steam. See Machinery.			Honey Section boxes and Frames, in crates or boxes	3	4
Heel Plates, packed	4		Hoofs and Horns		K
Hemp, in bales	3		Hooks, Hasps and Staples, N. O. S., packed	4	
Herbs. See Roots.			Hooks and Rods, Meat, N. O. S., packed or loose ..	4	
Hessians, in original bales	6		Hooks, Backband, packed	4	
Hides, furs, peltries and Skins, viz.:			Hooks and Rods, Meat, N. O. S., packed or loose ..	4	
Furs, in bags	3 T 1		Hoop Iron. See Iron.		
Furs, in boxes, bundles or trunks, strapped	D 1		Hoop Poles	B	
Furs, N. O. S. See Skins, N. O. S.			Hoop Skirts	D 1	
Hides, dry, loose	1		Hoops, Barrel, Wooden, same as Barrel Material.		
Hides, dry, tied in bundles or bales, any quantity ..	4		Hoops, Truss, Coopers' ...	1	
Hides, green	5		Hops, baled	2	
Hides, green, salted	6		Hops, in boxes	1	
Peltries. See Skins, N. O. S.			Horse and Mule Shoes. See Shoes.		
Skins, Deer, pressed, in bales	2		Horse Powers. See Agricultural Implements.		
Skins, N. O. S., furs and peltries, value limited to 25 cents per lb., in bags	D 1	1	Horses. See Live Stock.		
Same pressed in bales ..	1		Hose Carriages. See Vehicles.		
Same, N. O. S.	D 1		Hose, Leather	2	
Skins, Sneep, dry, in bales	1		Hose, Rubber	3	
Same, green, in bundles	2		Hoslery. Same as Knitting Factory Products.		
Same, salted, in bundles	3		Hospital Stores	1	
Hinges, and Butts, packed, L. C. L.	4		Household Goods, less than carload shipments of H. H. G. must be prepaid or freight guaranteed.		
Same, C. L.	6		Household Goods and old Furniture, packed, value over \$5 per 100 pounds, and full value expressed in bill of lading, said valuation only to apply in cases of total loss..	D 1	1
Hives, Bee, empty, set up.	1		Household Goods and old Furniture, packed, value limited to \$5 per 100 lbs., and so expressed in bill of lading, said valuation only to apply in case of total loss, L. C. L.	1	4
Hives, Bee, K. D., crated ..	6		Household Goods and old Furniture, well packed, value not expressed in bill of lading. L. C. L.	1	3
Hobby Horses, entirely boxed or crated	D 1	1	Household Goods and old Furniture, well packed, C. L., 20,000 pounds to		
Hobby Horses, unboxed ..	4 T 1	3 T 1			
Hoes, see Agricultural Implements.					
Hods, Coal	1				
Hogs. See Live Stock.					
Hogsheads, empty, double barrel rate.					
Hollow Ware, loose, L. C. L.	1	3			
Hollow Ware, loose, shipped separately from Stoves, C. L., not less than 15,000 pounds to be charged for	3	5			
Hollow Ware, packed	3	4			
Hominy. See Food Preparations.					
Honey, in glass or tin, boxed.	1	3			
Honey, in comb, boxed ..	1	3			

		C.R.	O.R.			C.R.	O.R.
Each Article to be plainly Marked or Tagged.	be charged for; value limited to \$5 per 100 pounds, said valuation only to apply in case of total loss					1	4
	Household Goods and old Furniture, with Live Stock, one attendant to have passage free on same trains as car, C. L., value limited to \$5 per 100 pounds, said valuation only to apply in case of total loss ..	D 1	6			3	
	Explanations:					3	
	1—All Bundles of Bedding, Trunks of Clothing, Household Goods or similar articles (not Furniture) will not be received for transportables must be strapped chests of similar articulation unless packed; or securely nailed. This does not apply to C. L. of Household Goods.					4	
	2—Bills of Lading and Way-Bills must designate character and number of packages.					4	
	3—These instructions apply to old and second-hand Furniture, Clothing, Bedding, etc., not to new articles.					4	
	Houses, portable, L. C. L.	4				4	
	Same C. L.	6				4	
	Hubs and Felloes. See Vehicle Material.					4	
	Hullers, Clover, etc. See Agricultural Implements.					4	
	Hullers, Pea. Same as Corn Shellers, under Agricultural Implements.					4	
	Husks and Shucks, in bales. See Rule 12	D				4	
	Hydrants, Fire Plugs and Water Gates	5				4	
	I					4	
	Ice, L. C. L., in casks, barrels or bags, prepaid	B				4	
	Ice, C. L.	L				4	
	Images and Figures, Bronze or Metal, packed, not Iron Statuary	3 T 1	D 1			4	
	Incubators. See Agricultural Implements.					4	
				Indigo		1	
				Indigo, Extract, in barrels		3	
				Infusorial Earth.		3	
				Ink, in wood		4	
				Ink, Printing, in wood		4	
				Ink, Writing Fluid, in glass or stone, boxed		3	
				Insulators, see Telegraph and Telephone Material.			
				Iron and Steel Drums and Cylinders, empty		5	
				Iron Box Straps or Fasteners, packed or in bundles		6	
				Iron Blooms and Billets, steel, L. C. L.	§ of 6		
				Same, C. L. Same as Pig Iron.			
				Iron, Bar, Band, Boiler, and Jail Plate, Car Wheels and Axles, Wagon and Carriage Axles, Iron Pipe	§ of 6		
				Iron, Muck and Puddle Bars, L. C. L.	§ of 6		
				Same, C. L., same as Pig Iron.			
				Driving Wheels, on axles..	§ of 6		
				Iron Journal Boxes	§ of 6		
				Iron, Nails and Spikes, Bolts, Nuts, Rivets and Washers, packed	§ of 6		
				Same, in sacks, boxes or cartons, packed	5		
				Iron Plow Plates, Points, Wings, Castings, and Steel, wired or packed	§ of 6		
				Iron, Bridge, Pig, Scrap, Railroad, Spikes, Chairs, Frogs, Fish Plates and Fish Plate Bolts, L. C. L.	§ of 6		
				Iron, Bridge, Pig, Railroad, Spikes, Chairs, Frogs, Fish Plate and Fish Plate Bolts, C. L.	M		
				Iron Castings, in boxes	2		
				Iron Castings (not Machinery), unpacked, each piece under 200 pounds..	3	5	
				Iron Castings (not Machinery), each piece weighing 200 lbs. or over, unpacked	5	6	
				Iron Castings (not Machinery), or Sewing Machines, in kegs or casks	4	5	
				Iron Crow Bars and Forgings	6		
				Iron Flues	4		
				Iron Fronts, Girders and			

	C.R.	O.R.		C.R.	O.R.
Beams for buildings	4	§ of 6	Iron Statuary, Chairs and Lawn Ornaments, boxed or crated	1	2
Iron, viz: Sheet Iron and Steel, plain, galvanized, corrugated or stamped in imitation of brick, packed or in bundles	6		Iron Tacks	6	
Iron, Planished or Russia..	2		Iron Urns	3	5
Iron, Hoop	§ of 6		Iron Tanks or Material, K. D., flat or nested....	§ of 6	
Iron Mantels, Grate Baskets, Fronts, Fenders and Frames, packed	2	3	Iron Tires, Wagon	§ of 6	
Iron Mantels, Grate Baskets, Fronts, Fenders and Frames, not packed	1	3	Iron and Steel Tires, locomotive	6	
Iron Grates, completely packed	2	3	Iron and Steel Tubing, boiler, L. C. L.	6	
Iron Grates, completely loose	1½	1	Same, C. L.	§ of 6	
Iron Grate Bars, L. C. L..	§ of 6		Tubs and Plumbing Fixtures, viz: Cast Iron Bath Tubs, Lavatories or Washstands, Water Closet Hoppers, Cisterns or Tanks, and Sinks, without fittings, packed, mixed, C. L.	4	
Iron Grate Bars, C. L.	M		Iron Vault and Prison Work	4	
Iron Nail Rods, packed	2		Water Closets, loose	1	
Iron Nail Rods, not packed	6		Same, boxed or crated ..	3	
Iron Ore, C. L. (25,000 lbs.), Class P, less 40 per cent.			Water Closet Hoppers, Cisterns or Tanks, L. C. L.	3	
Iron Picks and Mattocks, packed or in bundles ...	5		Same, C. L.	4	
Iron Pipe	§ of 6		Washstands or Lavatories, packed, L. C. L.	3	
Iron and other Sheet Metal Pipes, Tubes or Cylinders, parts of machinery or otherwise, N. O. S. ..	1		Same, C. L.	4	
Iron Pipe Joints or Fittings, in sacks, barrels, casks, loose, or wired together, L. C. L.	6		Sinks, loose or in crates or barrels, L. C. L.	3	
Same, C. L.	§ of 6		Same, C. L.	4	
Iron Pipe, fittings in boxes	2		Iron Wedges and Sledges, packed or in bundles ...	5	
Iron Plow Fenders	§ of 6		Same loose	3	
Iron Railing and Fencing .	3	5	Iron Work, Galvanized	2	4
Iron Retorts	6		Isinglass. Same as Mica.		
Iron Roofing. See Iron, Sheet.			Ivory	1	
Irons, Sad, packed, L. C. L.	5		Ivory Black	4	
Same, C. L.	6		Jack Screws and Wagon Jacks.	3	
Iron Sash Weights, wired, any quantity	K	M	Japan Ware	1	
Iron, Scrap, C. L., (2,240 lbs. to ton)	M		Japonica	4	
Iron, Scrap Sheet, in rolls or bundles, wired or crated	§ of 6		Jars, Fruit, Glass or Earthenware, any quantity ..	3	5
Iron, N. O. S. boxed or crated	1	3	Jeans, Cotton. Same as Domestic.		
Iron Shutters and Doors ..	4		Jeans, Cotton and Wool mixed	5	
Iron Sponge (purifying material)	3		Jellies, in glass, packed ..	1	
Iron Stand Pipe material, K. D.	§ of 6		Jellies, in cans, boxed	4	
			Jellies, in wood, N. O. S. ..	3	
			Jugs. See Earthenware.		
			Juices, Fruit and Fountain Syrups, viz:		
			In glass, packed	1	3

	C.R.	O.R.		C.R.	O.R.
In wood, L. C. L.	4		Laths, actual wt., C. L., 24,000 lbs.	P	
Same, C. L.	5		Laths, L. C. L.	B	
Junk and Jute	6		Lathing, Iron, in crates or bundles, L. C. L.	4	
Jute Butts	6		Same, C. L.	6	
Jute Waste or Tallings. See Paper Stock.			Lead, bar or sheets, in boxes	5	
Jute Yarn. See Yarn			Lead, in casks or pigs	6	
K			Lead, Black, in kegs or bbbs.	5	
Kainit. Same as Fertilizers.			Lead Pipe. See Pipe.		
Kalsomine. Same as Paint.			Lead, White. Same as Paints.		
Kaolin. Same as Clay.			Leather, loose N. O. S.	1	
Kegs, empty, N. O. S. Same as Barrels.			Leather, in rolls or boxes ..	3	
Kegs, empty, N. O. S., in crates	3		Leather, Scrap, in bales ..	4	
Kegs, Ale and Beer. See Barrels, Ale and Beer.			Leaves, powdered, in boxes or barrels	1	
Kettles, over 27 inches in diameter, see Agricultural Implements.			Lemons, Oranges, under Fruit.		
Same, less than 27 inches in diameter, same as Stove Furniture			Lentils, in bags, boxes or barrels	3	4
Kerosene. See Coal Oil.			Letter Boxes. See Boxes.		
Kindlings, in bundles. Same as Rosin and Rosin Dross.			Licorice, in sticks, roots or mats	3	
Knapsacks. Same as ac- couterments.			Licorice, in mass, boxed ..	4	
Knives. See Cutlery.			Lightning Rods, in boxes ..	3	
Knives, Hay. See Agricul- tural Implements.			Lightning Rods, in bundles.	2	
Knobs, N. O. S., same as Hardware, N. O. S.			Lightning Rod Fixtures, packed	2	
Kowrie. See Gum.			Lemon or Lime Juice. See Juices, Fruit.		
Knitting Factory Products. See Garments, Cotton.			Lime, in sacks, casks or barrels, C. L.	L	
L			Lime, in sacks, casks or barrels, L. C. L.	B	
Ladders, not over 30 ft. long	1		Lime, Chloride of, in bar- rels or casks	6	
Ladders, over 30 feet long	D 1		Lime, Chloride of, N. O. S.	4	
Ladders, Step	2		Lime (Liquid), prepared for whitewashing, canned and packed	5	
Lampblack, in casks, bar- rels or boxes	3		Limestone, for Furnaces, C. L. (25,000 lbs.), Class P, less 40 per cent.		
Lamps and Lamp Goods, packed	2		Limestone (ground). Same as Lime.		
Land Plaster. Same as fer- tilizers.			Lining, Carpet	2	
Lanterns, packed	1		Linseed	4	
Lap-rings, packed	5		Linters. See Paper Stock.		
Lard	4	B	Liquors, Whiskey or Do- mestic Wine, in glass, packed in boxes or bas- kets, each package weigh- ing not less than 20 pounds	2	
Lard, viz:			Liquors, in wood, N. O. S.	1	2
Cooking Oil, (products of cottonseed oil or cocoa- nut oil), in glass, or stoneware, packed.	1				
In tin cans, packed, or in iron or steel barrels or drums, or in wood	B				
Lasts, packed	3				

C. R. O. R.		C. R. O. R.	
Liquors, Whisky, Domestic Brandies and Domestic Wines, in wood, owner's risk of leakage, value limited to 75c. per gallon and so endorsed on bill of lading		C. L., 24,000 lbs. See Rule 12	
Liquors, Whisky, in wood, N. O. S.		Lye, Concentrated	
Liquors, N. O. S., in glass, packed in boxes, barrels, baskets or casks		M	
Lithographic Stone		Machinery.	
Live Stock, Horses and Mules, L. C. L.		Belting Chain, or Sprocket Chain, loose or packed, same as Machinery, N. O. S.	
Live Stock, Horses and Mules, C. L.		Boilers, Sectional. Same as Boilers, but not to be taken as Castings	
Live Stock, Cattle, Sheep, Hogs, etc., L. C. L., without percentage. See Rule governing Live Stock ..		Boilers, Steam, L. C. L., 30 feet and over, including necessary stack	
Live Stock, Cattle, Sheep, Hogs, etc., C. L., without percentage		Boilers, under 30 feet, including necessary stack, L. C. L. See Rule 14...	
Locks, same as Hardware, N. O. S.		Boilers, N. O. S. Same as Machinery, N. O. S.	
Lockers, Trunk, metal or metal and wood combined, L. C. L.		Engines, Caloric, Fire, Portable and stationary, L. C. L.	
Same, C. L.		Same, C. L.	
Lockers, Wall, metal or metal and wood combined, set up, L. C. L. .		Brick Machines	
Same, K. D.		Cotton Presses, set up. See Agricultural Implements.	
Same, K. D., C. L.		Cotton and Woolen, except Looms, set up	
Locomotives. Same as Carriages.		Cotton and Woolen, except Looms, crated	
Locomotives and Tenders. See Cars.		Cotton and Woolen, except Looms, K. D., and boxed ..	
Locomotive Tires. See Iron.		Cotton Mill Rolls, Iron and Steel	
Logging Cars, K. D. or set up. See Cars.		Same, returned to be repaired or recovered rating to apply in both directions	
Logs, for saw mills, C. L., 24,000 lbs.		Holsting, K. D.	
Logs, for chair timber, not over 4½ feet long, C. L., 24,000 lbs. P. less 20 per cent.		Looms	
Logwood		Machinery, viz: Pulleys ..	
Logwood, Extract of, C. L., dry.		Pulley and Tackle Blocks ..	
Looking Glasses. Same as Mirrors.		Pulley Wheels and Blocks ..	
Looms. See Machinery.		Machinery, N. O. S., C. L.	
Lumber, Dressed or Rough, L. C. L.		Machinery, N. O. S., L. C. L.	
Lumber, Dressed or Rough,		Machinists' Tools (Planers, Lathes, Drill Presses, etc.)	
		Printing Presses, K. D., boxed or crated	
		Printing Presses, K. D., not boxed	
		Printing Presses, set up ..	
		Saw Mills, L. C. L., detachable parts unboxed.	
		Same, detachable parts boxed	

	C. R.	O. R.		C. R.	O. R.
Same, C. L., same as Machinery, N. O. S.			Mantels, Wood, crated or boxed, L. C. L.	2	
Shaftings, Hangers, Pulleys, etc.	4	5	Same, C. L., min. wt. 12,000 lbs.	3	
Shingle Machines	2		Manure, Stable (C. L. 30,000 lbs.)	P	
Stamp Mill Machinery, boxed, L. C. L.	5		Maps, boxed	1	
Stamp Mill Machinery, boxed, C. L.	6		Marble and Granite. Same as stone.		
Stamp Mill Machinery, loose, L. C. L.	4		Marl, same as Lime.		
Stamp Mill Machinery, loose, C. L.	5		Marble Dust, C. L., in barrels	L	
Stamp Mill Castings, L. C. L.	6		Marble Dust, L. C. L., in barrels	B	
Stamp Mill Castings, C. L.	M		Marbles, in casks or boxes	4	
Steam Gauges	1		Marble Tiles	4	
Steam Heaters, packed ...	4		Matches, in wood or paper, packed in cases, alone, marked "matches"		3
Steam Heaters, not packed	2	3	Match Splints, packed, in cases, L. C. L.	4	
Tobacco Screws and Fixtures	4		Match Splints, packed, in cases, C. L.	6	
Water Wheels, Turbine ..	3	4	Mats and Rugs, N. O. S. ..	1	
Wood Working Lathes, Planing Machinery, Boring and Mortising Machines, set up.	1		Mats, Grass, Hemp, Hair, Steel, Wire, Rubber and Cocoa	3	
Wood Working Lathes, Planing Machinery, Boring and Mortising Machines, etc., packed, K. D.	3		Mats, Oil	1	
Machines, Hemp. See Agricultural Implements.			Matting	2	
Machines, Meat Cutters ..	2		Mattocks and Picks, See Iron.		
Machines, Mowing and Reaping, Binders and Harvesters. See Agricultural Implements.			Mattresses. See Furniture.		
Machines, Sewing, unboxed 3	T 1		Meal and Ashes, Cotton Seed. See Cotton Seed.		
Machines, Sewing, or parts, set up, crated or boxed.	1 1/2	1	Meal, Corn, in barrels or sacks	D	
Machines, Sewing, or parts, K. D., boxed or crated ..	3		Meal, Oat. See Food Preparations.		
Machines. See Machinery.			Measures	1	3
Machines, Smut. See Agricultural Implements.			Meat, N. O. S.	B	
Machines, Washing	2		Meat, Bacon and Pork	B	
Macaroni	1		Meat, Fresh Beef, Sausage, Poultry (dressed) Fish (fresh)	B	
Mackerel. See Fish.			Beef, Fresh	B	
Madder	3		Beef, Smoked, in boxes or barrels	4	
Malt	D		Beef and Pork, Salted in barrels, estimated weight 300 lbs.	B	
Malt, in boxes	1		Beef and Pork, Salted, in quarter and half barrels, actual weight	B	
Malt, Extract. Same as Ale.			Pigs' Feet and Tripe, fresh or pickled	B	
Manganese, Crude, C. L., 25,000 lbs.	P		Pigs' Feet, in glass, packed	1	2
Manganese, Ground, packed	5		Shipments of articles enumerated under head of		
Manila	3				
Mantels, Iron. See Iron.					
Mantels, Slate, packed ...	2	3			

C. R.		O. R.	C. R.		O. R.
Meat, in quantities less than 10,000 pounds, must be in bags, bales, boxes or crates.			Mill Stuff, C. L., 25,000 lbs.	P	
Meat Cutters. See Machinery.			Norm: The term "Millstuff" as here used, is intended to cover only that part of the wheat product, which is neither flour nor bran, but embraces sweepings, waste flour, etc., gathered about the mill house, not fit to use as any grade of flour, and which bears a price somewhat higher than bran as a stock food.		
Meats, Desiccated. See Desiccated.			Mince Meat	4	
Medicated Brick. See Brick.			Mineral Waters. See Water.		
Medicines and Drugs, N. O. S.	1		Mining Cars and Wagons, same as Cars, Logging.		
Medicines, Patent, L. C. L.	1	3	Mirrors, 3 feet or under (outside measurement), packed.	3 T 1	2
Medicines, Patent, C. L.	1		Mirrors, over 3 feet, not exceeding 7½x12 (outside measurement), packed ..	3 T 1	1
Melodeons. See Musical Instruments.			Mirrors, over 7½x12 (outside measurement), packed ..	4 T 1	D 1
Melons, freight guaranteed, C. L., 24,000 lbs.	4	P	Molasses. Same as Syrup.		
Melons, L. C. L.	1		Monuments, etc. See Stone.		
Merry-Go-Rounds, L. C. L.	1		Mops, N. O. S.	1	
Merry-Go-Rounds, C. L., without percentage	6		Mops, packed or bundled ..	4	
Meters, Gas, boxed	1		Moss, in sacks	1	
Meters, Gas, not boxed, not taken.			Moss, pressed in bales	4	
Meters, Water, boxed	3		Motes, Cotton. See Paper Stock.		
Meters, Water, not boxed, not taken.			Moulder's Dust or Sand. ...	5	
Mica	3 T 1		Mouldings, boxed.	2	
Mileage, Car. See Car Mileage.			Mouldings, in bundles.	1	3
Milk, Condensed, boxed ..	4		Mouldings, common, for building purposes.	4	
Milk, minimum charge allowed 15 cts.	B		Mouldings, N. O. S.	D 1	3
Millet	D		Mouldings, Iron. See Cornices.		
Millet Seed, See Seed.			Mouse Traps. See Traps.		
Millinery, including Hats and the like, already made up, plumes, birds and other material of like character for millinery purposes	1		Mowers. See Agricultural Implements.		
Milo Maize, in bags or sacks	6		Mucilage, packed.	2	
Mills, Barilla Bark and Cob	4		Musical Instruments, viz:		
Mills, Cane. See Agricultural Implements.			Drums.	3 T 1	
Mills, Cider. See Agricultural Implements.			Melodeons, Organs (cabinet) or Planos, boxed, L. C. L.	1	
Mills, Coffee and Paint, set up	2		Same, L. C. L., not boxed, need not be taken.		
Mills, Corn. See Agricultural Implements.			Same, boxed, wrapped or crated, C. L. minimum weight 8,000 lbs.	1	
Mills, Cotton Seed. See Agricultural Implements.			Organs, Pipe, K. D., boxed.	1	
Mills, Flour, roller	2		Organ Pipes, boxed.	1	
Mills, N. O. S.	2		N. O. S.	1	
Mill Stones, finished	4		Mustard, Ground, in boxes.	2	
Mill Stones, rough	5		Mustard, prepared, in glass,		
Mill Stuff. Rule 12, L. C. L.	C				

	C. R.	O. R.		C. R.	O. R.
packed.	2		Oil Cloth, less than 16 feet long, boxed.	2	
Mustard, prepared, in kegs or barrels.	3		Oil Cloth, baled.	1½	1
Mustard Seed.	6		Oil Cloth, not boxed or baled, not in shipping order.		
N			Oil, Castor, in glass, packed.	1	2
Nails, Brass and Copper, well packed, in boxes or kegs.	3		Oil, Castor, in bbls.	3	
Nails and Spikes, Iron. See Iron.			Oil, in cans, encased in wood.	1	3
Naval Stores. See Rosin, Turpentine, etc.			Oil, Petroleum, or its products; Benzine, Benzole, Gasoline, Miners' Oil, including Miners' Hard Oil, Naphtha, Petroleum Distillates, Tailings, Residuum, Carbon Oil, Coal Oil, Crude Oil, Fuel Oil, Gas Oil, Kerosene Oil, Lubricating Oil, Mineral Seal Oil, Paraffine Oil, Refined Oil and Transil Oil, when in barrels or cases, min. C. L. wt. 24,000 lbs. When in tank cars, min. C. L. wt. will be the full capacity of the tank, the contents of the tank to be computed at six and four-tenths lbs. per gallon, subject to min. wt. of 24,000 lbs. When in barrels or half-barrels, C. L. or L. C. L., weight will be computed at 400 lbs. per barrel and 235 lbs. per half-barrel. When in square cans, completely cased, each case containing two five-gallon cans, C. L. or L. C. L., at 80 lbs. per case.		
Nitro, Cake. Same as Fertilizers.			Oil, Coal, or its products, Kerosene, Lubricating, the product of Coal Oil, Pine in bbls., in iron drums, L. C. L.	3	4
Notions.	1		Oil, Coal, or its products, Kerosene, Lubricating, the product of Coal Oil, Pine, in bbls., or iron drums, C. L.	3	6
Nutmegs.	2	5	Oil, Coal, or its products, Pine, in cans.	D 1	1
Nuts, Chestnuts, prepaid. .					
Nuts, Pecans, in barrels, L. C. L.	3	5			
Nuts, Pecans, in barrels, C. L.					
Nuts, Cocoa, packed or sacked, L. C. L.	5				
Nuts, Cocoa, C. L.	6				
Nuts, Edible, in bags, N. O. S.	1				
Nuts, Edible, in barrels or casks, N. O. S.	2				
Nuts, Peanuts and Chufas, L. C. L.	5				
Nuts, Peanuts and Chufas, C. L.	6				
Nuts, Hickory and Black Walnuts, L. C. L.	4				
Same, C. L., 24,000 lbs. .	6				
O					
Oakum.	4				
Oats. See Grain.					
Oatmeal. See Food preparations.					
Ochre, in sacks, barrels or casks, L. C. L.	5				
Same, C. L.	6				
Ochre, to be used in manufacture of Fertilizers. Same as Fertilizers.					
Oil Cake. Same as Fertilizers.					
Oil Cloth, 16 feet long or over, boxed.	1				

C. R.		O. R.	C. R.		O. R.
Oil, Coal, or its products, Kerosene, Lubricating, the product of Coal Oil, Pine in cans, boxed, L. C. L.	1		Onion Sets. Same as Onions.		
Oil, Coal, or its products, Kerosene, Lubricating, the product of Coal Oil, Pine, in cans, boxed, C. L.	2	4	Oranges. See Fruit.		
Oil, Coal, or its products, Kerosene, Lubricating, the product of Coal Oil, Pine, in tank cars.		6	Ordnance Stores, N. O. S.	1	
Oil, Coal, or its products, Kerosene, Lubricating, the product of Coal Oil, Pine, in tank cars or barrels, must always be charged at actual weight.			Ore, Copper. See Copper.		
Oil, Cocoa, in original pack- ages.	1	2	Ores, Iron, L. C. L.	6	
Oil, Cocoa, in barrels.	3	4	Ores, Iron. See Iron.		
Oil, Palm Seed, crude, L. C. L., Class K with 20 per cent. added.			Ores, samples or specimens, must be prepaid.	6	
Oil, Cotton Seed, C. L., without percentage.	R		Organs. See Musical In- struments.		
Same, L. C. L.	5		Outfits, graders or Con- tractors, L. C. L.		2
Oil, Kerosene. See Coal Oil.			Same, C. L., 24,000 lbs., minimum.		6
Oil, Lard and Linseed. ...	3	4	Same, C. L., 24,000 lbs., minimum, with live stock.		5
Oil, Lubricating, the prod- uct of Coal Oil. Same as Coal Oil.			Outfits, House Moving Con- tractors,' consisting of capstans (second-hand), chains, ropes, pulleys, jack screws, horse-power wrenches, rollers, wire cables, bolts, crowbars, pickaxes, shovels, saws, sledge hammers, monkey wrenches, blocking, etc., (but not including mach- ines or machinery), in mixed shipments, L. C. L.	3	
Oil Mill Rolls, returned for repairs (rating to apply in both directions).	4		Same, C. L. 20,000 lbs. ..	6	
Oil, Pine. Same as Coal Oil.			Overalls. See Garments, cotton.		
Oil, Sassafras, in glass or cans, boxed.	3 T 1	D 1	Oysters, in cans or kegs.	4	
Oils, in glass or cans, packed, except Coal Oil and Sassafras Oils.	1	2	Oysters, shell, in barrels.		5
Oils, in jars, not packed, not taken.			Oysters, shell, in bulk, C. L.		K
Oils, N. O. S., in bbls.	3	4	Oyster Shell, crushed, L. C. L.	B	
Oil Tank Wagons. See Vehicles.			Oysters, in glass, packed. .	1	2
Oleomargarine, see Butter.			P		
Olives, in glass, packed...	1	2	Packing, Asbestos. See Asbestos.		
Olives, in barrels or casks.	4		Packing, Hemp.	4	
Onions, in sacks, L. C. L.	5	6	Packing, Metallic.	2	
Same, in barrels or crates.	6		Packing, Rubber.	3	
Same, in barrels, crates, boxes or in sacks, or in bulk, C. L.	6		Paintings and Pictures, well boxed, value of each box not to exceed \$200...	D 1	1
			Paintings and Pictures, over \$200 in value.	3 T 1	D 1
			Paints, Dry, in cases.	5	
			Paints, bulk, in barrels or casks, dry, L. C. L.	6	
			Paints, bulk, in bbls., casks or sacks, dry, C. L.	L	
			Paints, bulk, in barrels or casks, in liquid.	5	

	C. R.	O. R.		C. R.	O. R.
Paints, bulk, in kegs, liquid.	5		Paper Stock, Waste—		
Paints, in pails or cans,			Woolen Jute or tailings,		
packed.	3	4	pressed in bales.	R	
Paints, in pails or cans,			Paper Stock, Waste—Pa-		
unpacked.	1		per in sacks, bbls. or		
Paints, Metallic. Same as			hhds.	6	
Paints.			Paper Stock, Waste—Pa-		
Paneling. See Woodwork.			per pressed in bales or		
Pants, Jeans (Cotton and			crates.	R	
Wool Mixed) in bales or			Paper Stock, Waste—Rags,		
in cases.	3		in sacks, bbls., bales,		
Paper Bags. See Bags.			hhds. or crates.	R	
Paper Barrels, nested,			Paper Straw Boards.	5	
packed.	2		Paper, Toilet, packed, or		
Paper Barrels, not nested.	4	T 1	in rolls or bundles.	5	
Paper, Binder's Board. See			Paper, Wall, any quantity		
Binder's Board.			in bundles.	1	3
Paper, Bottle Covers, pack-			Paper, Wall, any quantity,		
ed or pressed in bales.	3		in boxes.	2	
Paper Boxes. See Boxes,			Paper Ware, N. O. S.	1	
Paper.			Paper, Writing, Book or		
Paper Cans. See Cans,			Blotting, in boxes.	2	
Paper.			Parers, Fruit, boxed.	2	
Paper, Card.	1		Paris White, same as paint.		
Paper Collars. See Collars.			Paste, in barrels.	6	
Paper Hangings, in bundles	1		Peaches, green. See Fruit.		
Paper Hangings, boxed. ...	2		Peaches, dried. See Fruit,		
Paper Pads or Tablets, and			Dried.		
Blank Books with flexible			Peach Stones, packed.	6	
paper backs, in bundles,			Pearline.	4	
crates or boxes, L. C. L.	3		Peanuts. See Nuts.		
Same, C. L.	5		Pearl Ash.	5	
Paper, Pasteboard.	6		Peas, in boxes.	2	
Paper, Printing or Wrap-			Peas, in bags or barrels.		
ping.	B		Same as grain.		
Paper, same as above, in			Pea Hullers. See Hullers.		
boxes.	2		Pecans. See Nuts.		
Paper in rolls for manufac-			Pegs, Shoe, in bags.	1	
ture of bags.	B		Pegs, Shoe, in barrels or		
Paper Pulp. See Pulp.			boxes.	2	
Paper, Roofing. See Roof-			Peltries. See Skins.		
ing.			Pencils, Slate.	3	
Paper, Sand and Flint. ...	3		Pepper and Spices, in bags.	3	
Paper Stock, Waste—Cot-			Pepper and Spices, N. O. S.,		
ton Sweepings, Motes,			ground, in boxes.	2	
Regins and Linters, in			Pepper Sauce, in glass,		
bales, with privilege to			packed.	1	
carrier of compressing,			Perfumery.	1	
value limited to 2 cents			Petroleum. See Coal Oil.		
per pound.	R		Phosphate Rock (C. L. 24-		
Paper Stock, Waste—Cot-			000 lbs.)	P	
ton Sweepings and Motes,			Phosphate, fruit (beverage		
N. O. S.	6		ready for use, and not		
Paper Stock, Waste—Cot-			fountain juices, extracts,		
ton, N. O. S.	5		etc.) in barrels or kegs.	B	
Paper Stock, Waste—			Photographic Material. ...	1	
Woolen Jute or tailings,			Pianos. See Musical In-		
in bags.	6		struments.		

	C.R.	O.R.		C.R.	O.R.
Pickers, Cotton Raw Hide.	2		L. C. L.	D 1	
Pickles, in glass, packed.	1	2	Pipe, Stove, and elbows,		
Pickles, in barrels or casks.	4		C. L., Loose or in bundles,		
Pickles, in cans, boxed. . .	4		straight or mixed,		
Picks and Mattocks. See			min. weight 20,000 lbs. .	3	5
Iron.			Pipe, Stove, side seams not		
Picture Backing, in pack-			closed, viz: nested and		
ages.	4		wired or crated, L. C. L.	1	
Pictures. See Paintings.			Same, O. R. of rust, L. C.		
Pigs' Feet. See Meat.			L.		4
Pineapples, in cans, boxed.	4		Pipe, Nested and wired or		
Pineapples, in glass,			crated, or otherwise, C.		
packed.	1	1	L., min. wt. 20,000 lbs.	3	5
Pineapples, C. L. and L.			Pipe, Tin, boxed	2	
C. L. See Oranges, etc.,			Pipe, Wood, L. C. L.	3	
under Fruit.			Pipe, Wood, C. L.	4	5
Pine Straw (loose) C. L.,			Pipes, Tobacco, in boxes.	1	
Class P, less 20 per cent.			Pitch, any quantity. Same		
Pins, in cases.	1		as Rosin.		
Pins, Clothes. See Clothes			Planters. See Agricultural		
Pins.			Implements.		
Pins, Insulators. See Tele-			Planes. Same as Tools, N.		
graph Brackets.			O. S.		
Pipe, Copper, Brass or			Plaster, Calcined, L. C. L.	6	
Metal, N. O. S.	1		Plaster, Calcined, C. L.	A	
Pipe, Copper, Brass or			Plaster, Castings. See		
Metal, N. O. S. boxed. . .	3		Castings.		
Pipe and Tile, Drain or			Plaster, Land. Same as		
Roofing, L. C. L.	5	6	Fertilizers.		
Pipe and Tile, Drain or			Plaster of Paris.	5	
Roofing, C. L., 25,000 lbs.	R	P	Plaster, Wall. Same as		
Pipe, Earthen (not Drain),			Lime.		
L. C. L.	1	5	Plate, Tin. See Tin Plate.		
Pipe, Earthen (not Drain),			Plated or White ware. . .	1	
C. L.	3	6	Plates, Paper and Wood,		
Pipe Fittings. See Iron.			L. C. L.	3	
Pipe, heating furnace, gal-			Plates, Paper and Wood,		
vanized iron or tin, viz:			C. L., not less than 24,000		
Crated or boxed, not			pounds.	6	
nested.	D 1		Plates, Heel. See Heel		
Crated, or boxed, nested.	2		Plates.		
Same, side seams not			Plows. See Agricultural		
closed, nested, wired in			Implements.		
bundles or crated, L.			Plow Materials. See Agri-		
C. L.	4		cultural Implements.		
Same, C. L.	5		Plumbago.	5	
Pipe, Iron. See Iron, Bar,			Plumbers' Material, N. O.		
Band, etc.			S., packed.	4	
Pipe, Iron, in coils, parts of			Plumbing Fixtures. See		
ice machinery, L. C. L. .		3	Iron and Steel articles.		
Pipe, Iron, in coils, parts of			Poles, Tent. See Tents.		
ice machinery, C. L. . .		6	Poles, N. O. S., C. L.,		
Pipe, Lead, in rolls or reels.	4		30,000 lbs.	P	
Pipe, Lead, in casks.	5		Polishing Powders and		
Pipe Organs, K. D., boxed,			Compounds. See Pow-		
same as Planos.			ders.		
Pipe, Sheet Iron, Spiral. . .	1	3	Polish, Stove and Shoe,		
Pipe, Stove, and elbows,			packed.	4	

	C.R.	O.R.		C.R.	O.R.
Polish, Stove and Shoe, in Glass, packed.	3		Implements.		
Ponies, Shetland. Same as Live Stock.			Prunes, in boxes or kegs.	2	
Porcelain Ware.	1	2	Prunes, in casks.	4	
Pork. See Meats.			Pulleys. See Machinery.		
Porter. Same as Ale.			Pulp, Paper or Wood.	R	
Posts, split or round, minimum car load 30,000 lbs., Class P, less 20 per cent.			Pumice Stone.	3	
Potash, N. O. S.	5		Pumps and Pump Material, wooden, L. C. L.	3	4
Potash, Ball, package.	5		Pumps and Pump Material, wooden, C. L.	4	5
Potash, German, Muriate of and Sulphate of. Same as Fertilizers.			Pumps, Hand.	1	
Potatoes, L. C. L., in bbls. or sacks.	6	R	Pumps, Steam, pumping engines and machinery, L. C. L.	3	4
Potatoes, C. L.	6	D	Pumps, Steam, pumping engines and machinery, C. L.	4	5
Poultry, dressed. See Meat.			Putty, L. C. L.	5	6
Poultry, live, C. L.	1	N	Pyrites, L. C. L. (prepaid), in boxes or barrels.	B	
Poultry, live, L. C. L.	1	2	Pyrites, C. L., 24,000 lbs. ..	P	
Powder, Baking.	3		Q		
Powder, Bleaching.	4		Quartermaster's Stores. ..	1	
Powder, Gun and other Ex- plosives, L. C. L.	D 1		Quicksilver, in iron flasks.	1	
Powder, Gun and other Ex- plosives, C. L., 5,000 lbs. or over.	1		Quilting attachments, K. D. in bundles.	2	
Powdered Leaves, in boxes or barrels.	1		R		
Powders and other Wash- ing Compounds. See Soap.			Radiators, and Heaters, steam or water, L. C. L.	3	
Powders, Cattle, Horse or Condition.	1		Same, C. L.	5	
Powders, Polishing, Com- pounds, etc.	3		Rags. See Paper Stock.		
Powers, Horse. See Agri- cultural Implements.			Rasps. See Files.		
Preserves, in glass, packed.	1	3	Railing. See Woodwork.		
Preserves, in cans, boxed.	4		Raisins, not strapped.	1	
Preserves, in wood, N. O. S.	3		Raisins, strapped.	2	
Presses, Cider. See Agri- cultural Implements.			Rakes. See Agricultural Implements.		
Presses, Cotton and Hay. See Agricultural Imple- ments.			Rattan.	1	
Presses, Copying.	2		Rat Traps. See Traps.		
Presses, Printing. See Machinery.			Reapers. See Agricultural Implements.		
Presses, N. O. S.	2		Red Lead. Same as Paints.		
Printed Matter, in sheets, boxed, prepaid.	2		Reeds.	2	
Prints. Same as Domes- tics.			Reflectors, packed.	D 1	
Pruners. See Agricultural			Refrigerators. See Furni- ture.		
			Regins. See Paper Stock.		
			Registers, Cash, boxed. ..	D 1	1
			Retorts, Clay.	1	
			Retorts, Copper.	2	
			Retorts, Iron. See Iron.		
			Retorts, Soda water.	4	
			Rice, rough.	D	
			Rice in sacks.	C	
			Rice, clean, in bbls. or casks.	C	
			Rice, clean, in boxes or kegs.	3	

C.R.	O.R.	C.R.	O.R.
Rice Flour. See Flour.		Rosin, any quantity, Class K, less 20 per cent. Without percentage.	
Rivets, Iron. See Iron.		hosin Dross. Same as Rosin.	
Robes, Buffalo. D 1		Rubber Belting. See Belting.	
Rods, Nail. See Iron.		Rubber Car Springs. See Springs.	
Rods, Meat. See Hooks.		Rubber Clothing and Rubber Goods, N. O. S. See Clothing.	
Rollers, Field, Road and Sugar. See Agricultural Implements.		Rubber Hose. See Hose.	
Rollers, Printers. 1		Rubber Packing. See Packing.	
Roofing, Asbestos. See Asbestos.		Rubber, old scrap. 5	R
Roofing or Sheeting, Cement, L. C. L. 5		Rugs, N. O. S. 1	
Same, C. L. 6		Rugs, Grass, hemp, Hair, Steel, Wire, Rubber and Cocoa. 3	
Roofing Cement, and Roof coating, liquid in barrels or casks, L. C. L. 6		Rugs, Oil. 1	
Same, C. L. A		Rustic Work, not boxed. ... 3 T 1	1
Roofing Composition. 4		Rustic Work, crated. 1	
Roofing, Felt and Paper, in bundles or rolls, L. C. L. 5		Rustic Work, entirely boxed. 2	
Same, C. L. 6		Rye. See Grain.	
Roofing, Glass. 2			
Roofing, Granite, packed. 5		Sacks. See Bags.	
Roofing, Iron. See Iron Roofing.		Saddlery. 2	
Roofing Material, C. L., min. wt. 25,000 lbs., consisting of 71 per cent. gravel, 18 per cent. tar and 11 per cent. paper, of the gross weight. L		Saddlery, Horse Collars. ... 2	
NOTE: Necessary tools for applying roofing may be shipped in same car at the published rate on such tools.		Saddlery, Horse Collars, other than of Leather. 4	
Roofing, Slate, L. C. L. ... 6		Saddlery, Harness, boxed. 2	
Roofing, Slate, C. L. See Rule 12. 25,000 lbs. ... P		Saddlery, Harness in bundles. 1	
Roofing, Tile. See Pipe.		Saddles, not boxed. 1	
Roofing, Tin, in rolls. 5	6	Saddles, boxed. 2	
Root, Angelica, in barrels or boxes. 1		Saddle Trees, not boxed. 1	
Roots and Herbs, value not over 10c. per pound, L. C. L. 4		Saddle Trees, boxed. 2	
Same, C. L. 6		Sadiron. See Iron.	
Roots and Herbs, value over 10c. per pound. ... 3		Safes, Iron, each weighing 3,000 pounds or less. ... 4	
Rope, N. O. S. 3		Safes, Iron, each weighing over 3,000 lbs., and not over 6,000 lbs. 3	
Rope, Bed Cord. 3		Safes, Iron, each weighing over 6,000 lbs., and not over 10,000 lbs. 2	
Rope, Clothes Line. 3		Safes, Iron, each weighing over 10,000 lbs. Special Contract.	
Rope, Hair. See Hair.		Safes, Kitchen and Pantry. See Furniture.	
Rope, Old. 6		Safes or Covers, Cheese, boxed. 3 T 1	
Rope, Cotton. See Domestic.		Sago, in bags, boxes or barrels. 3	
Rope, Hemp or Jute, Same as Yarn, Jute and Sisal.		Sails. 1	
Rope, Wire. See Wire.			

	C. R.	O. R.		C. R.	O. R.
Saleratus. See Soda.			Screens, Door or Window,		
Sal Soda	6		wire, in bundles, boxes		
Salt, in sacks or barrels,			or crates, L. C. L.	2	
L. C. L.	C		Screens, Door or Window,		
Salt, in sacks or barrels,			wire, C. L. Min. wt. 15,000		
C. L., 20,000 lbs.	O		pounds,	5	
Salt Brick. See Brick.			Screws, Wood, packed. . .	2	
Salt Cake. Same as Fer-			Screws, N. O. S., packed. .	4	
tilizers.			Scythes. See Agricultural		
Salt, Table.	6		Implements.		
Salts, Bleaching. Same as			Sea Grass, pressed in bales.	4	
Lime, Chloride of.			Seats, Telegraph Pole. See		
Salts, Epsom, in casks or			Telegraph Materials.		
barrels.	5		Seed Cane (Sorghum). . .	B	
Salts Epsom, C. L.	R		Seed, Corn, in boxes.	2	
Salts, Epsom, N. O. S. . .	4		Seed, Flax.	4	
Saltpetre, L. C. L.	5		Seed, Garden.	2	
Saltpetre, C. L.	M		Seed, Garden, returned		
Samp.	2		over same line by which		
Sand, C. L., N. O. S. See			originally forwarded. . .	4	
Rule 12, 30,000 lbs.; P			Seed, Grass and Clover, L.		
less 20 per cent.			C. L.	3	
Sand, L. C. L., in barrels.	B		Seed, Grass and Clover, C.		
Sand or Dust, Moulding. . .	5		L.	4	
Sand Paper. See Paper.			Seed, Linseed.	4	
Saratoga Chips.	5		Seed, Millet.	B	
Sardines. See Fish.			Seed, Mustard.	6	
Sash, Blinds, Doors and			Seed, N. O. S.	2	
Frames, L. C. L.	3	4	Separators. See Agricul-		
Sash, Blinds, Doors and			tural Implements.		
Frames, C. L.	B		Sewing Machines. See		
Sash, Glazed, L. C. L.	1	4	Machinery.		
Sash, Glazed, C. L.	5	6	Shades, Window. See		
Sash Weights. See Iron.			Window Shades.		
Sauce, Pepper, in glass,			Shadines. See Fish.		
packed.	1	2	Shafting. See Machinery.		
Sauces, N. O. S.	1		Shafts. See Vehicle Ma-		
Sauer Kraut, in barrels. . .	4		terial.		
Sausage. See Meat.			Shale, same as Clay.		
Sawbucks, Wooden, in bun-			Shavings and Chips, pres-		
dles.	3		sed in bales.	6	
Sawdust, L. C. L., in barrels			Sheathing, Metallic, boxed		
or bags.	6		or crated, or in bundles,		
Same, loose C. L. 25,000 lbs.	P		wired.	3	
Saw Logs. See Logs.			Sheetings. Same as Do-		
Saw Mills. See Machinery.			mestics.		
Saws, N. O. S., loose.	1½		Sheep. See Live Stock.		
Saws, N. O. S., on boards.	1		Sheep Skins. See Skins.		
Saws, N. O. S., boxed. . .	2		Shellac. See Gum.		
Saw-plates, packed.	4		Shellers. See Agricultural		
Scales and Scale Beams,			Implements.		
set up, wrapped.	1	2	Shells, Sea, L. C. L., pre-		
Scales and Scale Beams,			paid.	D 1	1
K. D., wrapped.	3	4	Shells, Sea, C. L., prepaid.	5	
Same, boxed.	4	6	Shingles, L. C. L.	B	
Scrapers, Road and Pond.			Shingles (actual weight),		
See Agricultural Imple-			C. L., 24,000 lbs.	P	
ments.			Shingles, Metallic, boxed. .	4	

C. R.		O. R.	C. R.		O. R.
Ship Stuff. Same as Bran.			Glass, Colored, Stained, etc.		
Shirting. Same as Domestic.			St. John's Bread, in bbls. or boxes.		
Shirts.			Signs, Trade, boxed, freight to be prepaid or guaranteed.		
Shirts and Drawers, unlaundered, entirely cotton. See Garments, cotton.			Sisal. See Yarn.		
Shoe Findings. See Findings.			Sizing, for factories, L. C. L.		
Shoe Lasts. See Lasts.			Sizing, for factories, C. L.		
Shoe Pegs. See Pegs.			Skewers. See Bobbins.		
Shoe Polish. See Polish.			Skins, Deer. See Hides.		
Shoes. See Boots.			Slag, C. L., 30,000 lbs. Rule 12, Class P, less 20 per cent.		
Shoes, Horse and Mule, packed.			Slate Mantels. See Mantels.		
Shoddy, Wool, pressed in bales.			Slate Pencils. See Pencils.		
Shoddy, in bags, not pressed			Slate Roofing. See Roofing.		
Shoddy, in crates.			Slates, School, boxed.		
Shooks and Heading. See Barrel Material.			Sledges. See Iron.		
Shorts. See Rule 12.			Smoke Stacks.		
Shot, Bullets and Granulated Steel, viz:			Smokers, Bee. See Bee Smokers.		
In bags.			Snaths. See Agricultural Implements.		
In boxes, strapped.			Snuff, in casks, bbls. or boxes.		
In double sacks, cooperage or drums.			Snuff, in jars, packed. ...		
Shovels. See Agricultural Implements.			Snuff, in jars, not packed. D		
Show Cards. See Signs.			Soap, Castile and Fancy. .		
Show or Display Cases, and Cabinets, viz:			Soap, Common, in boxes. .		
Glazed or unglazed, crated or boxed (not taken unless crated or boxed) S. U., L. C. L.			Soap Powders and other Washing Compounds, same as Soap, common.		
Same, K. D., L. C. L. .			Soap Stock, including cottonseed oil foots, without Percentage.		
S. U. or K. D., C. L., min. wt. 10,000 lbs.			Soapstone, Crude, C. L. See Rule 12, 25,000 lbs.		
Bases or Stands, unglazed, same as Fixtures.			Soapstone, packed.		
Shrubby. See Trees.			Soda, in kegs, boxes and drums.		
Shucks in bales, rough. Rule 12.			Soda, Ash. Same as Fertilizers.		
Shucks, prepared, baled, shipped from factory or furniture warehouse. .			Soda, Caustic, in iron casks or drums.		
Shuttle Blocks, rough. ...			Soda Fountains. See Fountains, Soda.		
Sieves, Tin, nested, packed in boxes.			Soda Fountain Retorts. See Retorts.		
Sieves, Wire, boxed or crated.			Soda, Nitrate of, in boxes.		
Signs, Card, Metallic or Wood, boxed.			Soda, Nitrate of, L. C. L. Same as Fertilizer L. C. L.		
Signs, Glass. Same as			Soda, Nitrate of, C. L. Same as Fertilizers C. L.		

	C. R.	O. R.		C. R.	O. R.
Soda, Sal.	6		manufacturer.	2	
Soda, Silicate of	6		Stereotype Plates, old (boxed) returned to man- ufacturer.	5	
Softner, Cotton and Wool- en, N. O. S.	5		Stereotype Plates, N. O. S.	2	
Softner, Cotton and Wool- en, in barrels.	B		Still, Worm, crated	1	3
Solder.	5		Stone, Granite and Marble: (When shipper desires to assume risk of loss or damage in order to secure lower rate, he is required on demand of carrier to sign bill of lading releasing said car- rier of liability.)		
Sorghum. See Syrup.			Stone Granite and Marble, L. C. L., valuation limited to \$5.00 per cubic foot ..	4	
Spades. See Agricultural Implements.			Same, valuation not re- stricted.	1	
Spelter, in slabs or casks.	5		Stone, Granite and Marble, viz: Blocks and Slabs, includ- ing furniture marble, slabs for interior finish and grave and monumen- tal work, rough, dressed or finished, unlettered, valuation limited to 20 cents per cubic foot, C. L. 25,000 lbs.	P	
Spices. See Pepper.			Same, L. C. L.	§ of 6	
Spikes, Iron. See Iron.			Building Stone and Cement Building Blocks, includ- ing Tile, (but not other interior finish nor orna- mental work), cut or sawed into shape, rough, dressed or carved, but not polished; protected, (otherwise at owner's risk) valuation limited to 20 cents per cubic foot, C. L., 25,000 lbs. Class P, less 20 per cent. Not subject to Rule No. 27.		
Spokes and Shafts. See Vehicle Material.			Blocks, Paving, rough; rubble and Crushed Stone, C. L. 30,000 lbs. Rule 12, Class P less 20 per cent.		
Sponge.	D 1		Curbing, C. L., 25,000 lbs. Class P, less 20 per cent.		
Spools and Beams, Yarn, empty, without percent age.	6		Monuments and Grave- Stones, lettered, valua- tion limited to 20 cents per cubic foot, packed, charges prepaid or guar-		
Spreaders. See Agricul- tural Implements.					
Springs, Bed, Furniture in bundles, wired together.	1½				
Same, in boxes.	2				
Same, in barrels or casks.	3				
Springs, Car, N. O. S. ...	6				
Springs, Car, Rubber, loose	4				
Springs, Car, Rubber, boxed	5				
Springs, Vehicle. See Ve- hicles.					
Stairwork. See Woodwork.					
Stamp Mill Machinery. See Machinery.					
Staples, Fence, in kegs, L. C. L.	§ of 6				
Starch, L. C. L.	4				
Starch, C. L., not less than 24,000 pounds.	C				
Stationery.	2				
Statuary, Iron, Lawn Orna- ments, etc. See Iron.					
Statues.	3 T 1	1			
Staves. See Barrel and Box Material.					
Steam Gauges. See Ma- chinery.					
Steam Heaters. See Ma- chinery.					
Steel, not packed.	§ of 6				
Steel, packed.	2				
Steel, wired or strapped...	5				
Steel, Bars, each 200 lbs. and over.	5				
Steelyards, K. D., and packed.	2				
Steelyards, unboxed.	1				
Stereotype Plates (boxed) for newspapers, from					

	C. R.	O. R.		C. R.	O. R.
anteed, C. L., 25,000 lbs.	P		Sumac Extract, in bbls. or		
Same, L. C. L.	of 6		casks.	4	5
Stoneware. Same as Earthenware.			Sweepings, Factory. See Paper Stock.		
Stools, Piano. See Furniture.			Swings, wooden, or wood and iron combined, including roller swings, L. C. L.	3	
Stove boards, boxed or crated.	3		Same, C. L., min. wt. 20,000 pounds.	6	
Stove Pipe. See Pipe.			Switches, Switch Stands, rail braces and throws, L. C. L.	of 6	
Stoves, Gas and Oil, boxed.	1		Same, C. L.	M	
Stoves, Stove Plates, Furniture and Hollow Ware, including the necessary pipe, L. C. L.	1	3	Syrup in barrels, half barrels, kegs, or hogsheads.	R	
Same, C. L.	3	5	Syrup, in cans. Same as Fruit and Vegetables, in cans.		
For special rates between junction points see Circular 309.			Syrups, in glass, boxed. .	1	
Straw. See Hay. Rule 12.			Syrup (cane) in glass, packed.	5	6
Straw Boards.	5		Syrups, Fountain. See Juices, Fruit.		
Straw Goods.	1		T		
Straw, Pine. See Pine.			Tables, Billiard. See Billiard Tables.		
Straw or Wooden Bottle Covers pressed in bales.	3		Tackle, Fishing. See Fishing Tackle.		
Stucco. Same as Plaster, Calcined.			Tacks, packed.	6	
Substitutes, Coffee, same as Chicory.			Tailings. See Paper Stock.		
Sugar, in bags.	2	4	Talc.	6	
Sugar, in double sacks. Same as in barrels.			Tallow, in barrels.	B	
Sugar, in boxes, strapped.	4	5	Tallow, N. O. S.	5	
Sugar, in boxes, not strapped.	2	4	Tamarinds. Same as Oranges.		
Sugar, in bbls. and hogsheads.	6		Tanbark. See Bark.		
Sugar Cane, L. C. L., prepaid.	6		Tanks, N. O. S.	3 T 1	
Sugar Cane, C. L., prepaid	0		Tanks, Iron. Same as Boilers.		
Sugar, Grape.	6		Tanks, Oil, cellar or store, O. R. B., empty, loaded in box cars.	D 1	
Sulphates, L. C. L.	6		Tanks, Oil, cellar or store, O. R. B., empty, requiring flat or gondola cars, minimum weight 5,000 lbs. each.	1	
Sulphates, Ash and Soda, C. L. Same as Fertilizers.			Tanks, Oil, cellar or store, O. R. B., K. D., with pump hood and measures packed inside the body of the can.	1	
Sulphur, in boxes, L. C. L.	1		Tanks, Wood, set up.	D 1	
Sulphur in bags, barrels, casks or kegs, L. C. L.	4		Tanks, Wood, K. D., packed.	B	
Sulphur, for spraying purposes, or for manufacture of Fertilizers, C. L. Same as Fertilizers.			Tank Stuff. Same as Fertilizers.		
Sumac, viz:			Taploca, in boxes, bbls. or		
Ground, in bags or bbls. L. C. L.	4				
Same, C. L. minimum weight 20,000 lbs. .	5				
Leaf, C. L. minimum weight 16,000 lbs.	4				

	C. R.	O. R.		C. R.	O. R.
bags.	3		Wire, Telegraph, other than above, same as wire, common.		
Tar Pitch, in bbls. Same as Rosins.			Tents, Tent Poles and Pins	2	
Tar Coal, in barrels, L. C. L.	B		Terra-Cotta, in packages ..	3	4
Tar Coal, C. L. See Rule 12.	O		Terra-Cotta, Architectural, C. L.		6
Tarpaulins, packed in boxes or bales. Same as Domestics.			Terra-Cotta, Architectural, packed in casks, tierces, etc., L. C. L.	3	5
Tea.	1		Terra Japonica	4	
Telegraph and Telephone Material, viz:			Thread, Spool Cotton and Silk	3	
Poles, C. L., 25,000 lbs.	P		Thread, Cotton factory products, in balls, bales or skeins, packed in burlaps or cases. Same as Domestics.		
Poles, L. C. L.	B		Threshers. See Agricultural Implements.		
Insulator Brackets or Pins, without percentage, C. L.	K		Tickings. Same as Domestics.		
Same, L. C. L.	R		Ties, Cotton and Hay	R	
Braces, Cross arm, iron. } of 6			Tile, Drain and Roofing. See Pipe.		
Cross arms, with Insulator Pins or Brackets affixed.	6		Tile, Fire, for Lining, etc.	4	
Same, without Insulator Pins or Brackets, L. C. L.	6		Tile, Marble, etc. See Stone.		
Same, without Insulator Pins or Brackets, C. L. 24,000 lbs.	P		Tile, Paving, Cement, C. L., Same as Stone, Building and Cement Building Blocks.		
Insulators, Porcelain or Glass, packed.	4		Tile, Paving, Cement, L. C. L., Packed	R	
Wire. See Wire.			Timber, N. O. S., rough, hewed, round, split or sawed, other than fuel. Same as Lumber.		
Seats, Pole.	4		Tin, Block and Pig	5	
Supplies, mixed shipments of, consisting of:			Tin Foil, in boxes	2	
Salt Ammoniac, Pencil Zincs, Bluestone, Muriatic Acid, Machine Bolts, Washers, Hand Axes, Pillers, Connectors, Screw Drivers, Linemen's Spurs, Screws, Iron Pole Steps, Wire, Pointed Tacks or Staples, Lightning Arrestors, Fuse Blocks, Terminal Heads for Cables, Anchor Rods, Paraffine, Rubber Tubing, Cable, Aerial, Submarine and Underground, and other analogous materials	1		Tin Plate, in boxes or rolls, L. C. L.	4	5
Telephones, boxed	1		Tin plate, C. L.	5	6
Outfits, for construction or repair of telephone or telegraph line. Same as Outfits, Graders' or Contractors.			Tin Roofing. See Roofing.		
Wire, Copper and Insulated, L. C. L.	2		Tin Scrap, in rolls or bundles, wired or crated ..	6	
Same, C. L.	4		Tinner's Trimmings, N. O. S.	2	
			Tinware and Tin Stamped Ware, boxed or crated ..	4	
			Tires, Locomotive. See Iron.		
			Tires, Wagon. See Iron.		
			Tobacco Box Material, L. C. L.	6	
			Tobacco Box Material, C. L., 24,000 lbs.	P	
			Tobacco, cases and boxes,		

	C. R.	O. R.		C. R.	O. R.
empty	1		of iron or wood, K. D., L. C. L.	4	
Tobacco, Cut, in boxes, bbls. or bales	1		Same, C. L.	6	
Tobacco, Leaf, in cases ..	1		Trains, Sugar. See Agri- cultural Implements.		
Tobacco, Plug, in boxes or kegs	1	3	Traps, Fly	D 1	
Tobacco, Screws and Fix- tures. See Machinery.			Traps, Mouse and Rat	1	
Tobacco, Smoking	1		Traveling Bags. See Bags.		
Tobacco Stems, prized	6		Trays, butter. See Butter		
Tobacco Stems, not prized	1		Trays.		
Tobacco, Unmanufactured, not prized		1	Trees and Shrubby, baled or boxed, L. C. L., pre- paid or guaranteed		6
Tobacco, Unmanufactured, prized	2		Trees and Shrubby, baled or boxed, C. L., prepaid or guaranteed		0
Toe Calks. See Calks.			Tripe. See Meat.		
Tongues, Pickled, in bar- rels or kegs	4		Tripoli	4	
Tongues, Smoked	3		Trucks, Warehouse and Factory, L. C. L.	3	
Tongue, Deer, in barrels, bales or boxes, value lim- ited to 6 cents per lb., L. C. L.	5		Same, C. L.	6	
Tongue, Deer, C. L.	6		Trunks, single	1 1/2	1
Tonqua Beans, in boxes or bbls.	1		Trunks, nested, or filled with merchandise, crated or strapped	1	2
Tools, Edge	2		Trunks, empty, or filled with merchandise, corded or wrapped	1	
Tools, Mechanic, boxed ..	2		Trunks, filled with mer- chandise, not corded or wrapped.	D 1	
Toothpicks	2		Trunks, N. O. S.	D 1	
Tow, in bales	2		Tubs, Sheet Metal. See Iron.		
Tow, in bales, compressed	3		Trunks, Sample	D 1	1
Toys, viz:			Tubs, N. O. S.	1	3
Drums, boxed	3	T 1	Tubs, Bath, all kinds, L. C. L.	1	
Furniture, children's, L. C. L.		D 1	Tubs, Bath, cast iron, C. L.	4	
Same, C. L., min. wt. 15,000 pounds	1		Tubs, Bath, N. O. S., C. L. min. wt. 10,000 lbs.	2	
Hobby Horses, entirely boxed or crated, L. C. L.		D 1	Tubs, Bath. See also Iron and Steel Articles.		
Hobby Horses, not boxed	3	T 1	Tubs, Bath (folding), wrap- ped or crated	1	2
Hobby Horses, boxed or crated, C. L., min. wt. 15,000 pounds	1		Tumblers, packed	2	4
Sleds or Sleighs, chil- dren's, L. C. L., in bbls.		D 1	Turbine and Water Wheels. See Wheels.		
Same, C. L., min. wt. 15,000 pounds	1		Turnips, in barrels or sacks	6	R
Trunks	1 1/2		Turpentine, Spirits, in pack- ages less than a barrel ..	3	5
Wax Show Figures		D 1	Turpentine, Spirits, in bar- rels, without percentage	R	
Wheelbarrows, Chil- dren's, in bbls., L. C. L.		D 1	Turpentine Cups, sheet or galvanized, iron C. L., 20,000 pounds	5	
Same, min. wt. 15,000 pounds	1		Twine	3	
Mixed, C. L., min. wt. 15,000 pounds	1		Type, boxed	2	
Toys, N. O. S.	1				
Tracks, Railway, portable.					

	C. R.	O. R.		C. R.	O. R.
Type, Old, in boxes, barrels or kegs	3		hicles	D 1	
Typewriters, boxed	D 1	1	Carriages, Children's, K. D., in boxes, bndls. or crates	1	
Umbrellas, boxed	1		Carriages, Children's, set up, unboxed	3 T 1	
Urns. See Iron.			Carriages, Children's, set up, boxed	D 1	
Vaults, Burial. See Burial Vaults.			Cars, Railroad. See Cars.		
Vehicles and Materials for Vehicles as Follows:			Carts, Hand, K. D., and packed or bundled	3	
In all items under heading of Vehicles, the term 'Wagons' is intended only to apply to rough, cheap, farm wagons, with or without springs, and is not intended for buggies or varnished pleasure or business wagons, which articles, and articles of like character, take same classes as Buggies, Trotting Wagons, etc.			Dump Carts, with wheels detached	4	
Carriages, Buggies, Gigs, Sulkies and Trotting Wagons, C. L., boxed or well crated, charged at not less than 8,000 lbs., excess weight in proportion	3	4	Gigs and Sulkies, knocked down, boxed or well crated, L. C. L.	3 T 1	D 1
Carriages, Buggies, Gigs, Sulkies and Trotting Wagons, C. L., loose, charged at not less than 24,000 pounds, excess wt. in proportion	3	4	Hearses, K. D., boxed or crated	1½	
Carriages, Buggies, Gigs, Sulkies and Trotting Wagons, set up, L. C. L., actual weight	4 T 1	3 T 1	Hearses, set up. See Stage Coaches under Vehicles.		
Carriages, Buggies or Trotting Wagons, L. C. L., K. D., boxed or well crated, value not to exceed \$15 per 100 lbs. in case of total loss, for which carrier is liable	D 1	1	Oil Tank Wagons, S. U., L. C. L., min. wt. 4,000 lbs.	D 1	
Carriages, Buggies or Trotting Wagons, L. C. L., K. D., boxed, or well crated, value over \$15 per 100 lbs., in case of total loss, for which carrier is liable	D 1	1½	Same, tongues, wheels, poles or shafts, detached, L. C. L.	2	
Carriage and Buggy Shafts and Poles, fully wrapped, shipped separate from ve-			Same, C. L., min. wt. 20,000 pounds	5	
			Road, Village or Pleasure Carts. See Carriages, etc.		
			Stage Coaches, Omnibuses and Hearses, actual wt.	4 T 1	3 T 1
			Vehicle Material, Boxes, Skeins and Springs, loose or packed, L. C. L.	5	
			Same, C. L.	6	
			Vehicle Material: Buggy Bodies, Bows, Double-trees, Felloes, Hubs, Rims, Shafts, Singletrees, Spokes, Whiffletrees and Wheels, N. O. S., viz:		
			Finished, L. C. L.	2	
			Same, C. L.	5	
			In the white, L. C. L.	4	
			Same, C. L.	6	
			In the rough, L. C. L.	5	
			Same, C. L.	6	
			Bicycles, Tricycles or Velocipedes, viz: Crated or boxed (not taken otherwise) L. C. L.	1½	
			Same, C. L. min. wt. 10,000 pounds	3	
			Velocipedes, Railroad	1	
			Wagons and Carts, C. L., charged at not less than 24,000 pounds	4	
			Wagons and Carts, Farm		

	C. R.	O. R.		C. R.	O. R.
or Lumber, set up, actual weight	D 1	1½	Manufactured string, for packing, wiping, etc., in bales or bags	5	
Wagons and Carts, Farm or Lumber, taken apart and thoroughly knocked down, in any quantity, actual weight	6		Waste Paper, etc. See Paper Stock.		
Wagons, Children's, same as Children's Carriages.			Water, Ammonia, in iron casks	5	
Wagons, Street Sprinklers	D 1	1½	Water, Ammonia, in glass, packed	3	4
Wagon Parts, Wood, unpainted K. D. and packed in crates or bundles	5		Water Coolers and Filters. See Coolers.		
Wagon Tires. See Tires.			Waters, Aerated (such as Moxie), in wood	5	
Valves, Brass. See Brass.			Waters, Aerated (such as Moxie), in glass or stone, packed	3	4
Varnish, in barrels or kegs.	2		Waters, Mineral, in wood..	5	
Varnish, in cans, boxed ..	2		Waters, Mineral, in glass or stone, packed	3	4
Varnish, in cans, not boxed	1		Watermelons. See Melons.		
Vaseline, in cans, packed..	2		Wax, N. O. S.	4	
Vaseline, in glass, packed	1		Wax, Comb Foundation, boxed	2	
Vault Lights. See Glass.			Wax Extractors, crated ..	1	
Vegetables, Desiccated	4		Wedges. See Iron.		
Vegetables, in cans. See Fruit in cans.			Weights, Sash. See Iron.		
Vegetables, N. O. S., pre-paid or guaranteed		3	Weights, clock, packed	5	
Veneering, boxed	1		Well Curbing. See Curbing.		
Veneering, not boxed	D 1		Well Buckets. See Buckets.		
Ventilators, sheet metal, L. C. L.	D 1		Whalebone	1	
Same, C. L. min. wt. 10,000 pounds	1		Wheat. See Grain.		
Vermicelli	1		Wheat, Cracked. See Food Preparations.		
Vinegar, in barrels or kegs	B		Wheelbarrows. See Agricultural Implements.		
Vinegar, in glass, same as Beer, Ale and Porter in glass.			Wheels and Axles, Car. See Iron Bar, Band, etc.		
Vinegar, Shavings or Chips, in bags	5		Wheels and Vehicles. See Vehicles.		
Vises, packed or unpacked	4		Wheels, Water	3	4
Vitriol, Blue, in barrels ..	5		Wheels, Well, same as Pulleys.		
W			Whetstones, boxed	3	
Wadding	D 1		Whips	1	
Wagon Jacks. See Jackscrews, etc.			Whiskey. See Liquors.		
Wainscoting. See Woodwork.			Whiting, N. O. S.	5	
Wall Plaster. See Plaster.			Whiting, in boxes	3	
Washers, in kegs	of 6		Whiting, in barrels, casks or sacks, dry, C. L.	L	
Washers, in other packages	2		Willow Reeds, in bales	2	
Washing Compounds. See Soap.			Willow Ware	D 1	
Waste and Paper Stock, N. O. S., in bales, with privilege to carrier of compressing value limited to 2c. per pound	R		Willow Ware Baskets, nested	1	
Same, otherwise packed	6		Window Casings. See Woodwork.		
			Window Shades	1	
			Window Shade Cloth	1	
			Window Frames. See Sash,		

	C. R.	O. R.		C. R.	O. R.
etc.			Wood, Hard, in the rough, shaped for manufactur- ing, L. C. L.	6	
Wind Mills, K. D., in bndls.	3		Same, C. L. See Handles.		
Wine. See Liquors.			Woodwork, viz: Railing, Balusters, Wainscoating, Stairwork, Paneling, Win- dow Casings, all of oak or other hardwoods, for in- side finish of houses, in bundles, crates or boxes, L. C. L.	4	
Wines, High. Same as Liquors.			Same, C. L.	6	
Wire, Common, Barbed or otherwise, in reels or coils, owner's risk of wet or rust 3 of 6		5	Woolen and Cotton Goods, mixed, without percent- age 5		
Wire Binding 3			Wool, washed, in bags, not pressed 2		
Wire Cloth 1			Wool, unwashed, in bags, not pressed 4		
Wire Fence. See Fencing.			Wool, washed, in bags, pressed in bales 3		
Wire Goods, boxed, N. O. S. 3			Wool, unwashed, pressed in bags or bales, not to exceed in size 2½ ft. x 3½ ft. x 6 ft., nor weighing less than 200 lbs. 6		
Wire Grass. See Grass.			Woolen Goods, without per- centage 4		
Wire Mattresses. See Furniture.			Wool, Mineral, in bags 1		
Wire Rope 4			Wringers, Clothes, packed Wringers, Clothes, not packed D 1		
Wire Sieves. See Sieves.					
Wire Screens 1			Yachts. See Boats.		
Wire, Telegraph. See Tele- graph.			Yarn, Cotton, same as Do- mestics.		
Wire, N. O. S. 3			Yarn, Jutes or Sisal, tarred, for laths, etc. 6		
Wire Work, Racks, Stands, Vases, Signs and Figures, boxed or crated 3 T 1	D 1		Yarns, N. O. S. 3		
Wire Work, Woven, Table, Toilet and Household Ar- ticles, boxed or crated .. D 1	1		Yeast, in wood 3		
Wire Fencing. See Fencing Wire.			Yeast, in boxes 3		
Wire Netting. See Netting Wire.			Yokes 1		
Wood, Green, or Dry, C. L. of 10 cords (to be billed by cord). Rule 12 P					
Wood Ashes. See Ashes.			Z		
Wooden Butter Dishes, packed, L. C. L. 3			Zinc, in sheets or rolls 4		
Wooden Butter Dishes, C. L., not less than 24,000 pounds 6			Zinc, in blocks or pigs, L. C. L. 5		
Wooden Covers. See Cov- ers.			Zinc, in blocks or pigs, C. L. 6		
Wooden Ware, N. O. S. ... 1	3		Zinc, Cornices. See Cor- nices.		
Wooden Ware does not in- clude Willow Ware, which is D 1			Zinc, Oxide 5		
Wood Liquor, in barrels .. 3			Zinc, Paints. See Paints.		
Wood Plates, L. C. L. 3					
Wood Plates, C. L., not less than 24,000 lbs. 6					

DISTANCE TABLES.

ALABAMA GREAT SOUTHERN RAILROAD.

Ga-Tenn. Line	0	New England	7	Rising Fawn	18
Wildwood	2	Trenton	10	Sulphur Springs	24
Morganville	5	Tatum	13		

ALBANY & NORTHERN RAILWAY.

Albany	0	Philema	14	Williams Still	26
Smith's	6	Starr Farm	16	Raines	28
Beloit	8	Oakfield	18	Mill Dale	29
Walters	11	Warwick	22	Cordele	35

ATLANTA & WEST POINT RAILROAD.

Atlanta	0	McCollum	30	Hogansville	57
McPherson	4	Madras	33	Louise	64
East Point	7	McBride	37	Whitfield	65
College Park	9	Newnan	39	Dixie	70
Red Oak	12	Moreland	45	LaGrange	227
Stonewall	16	St. Charles	46	Cannonville	78
Fairburn	19	Grantville	51	Gabbettville	80
Palmetto	25	Trimble	55	West Point	86

ATLANTA & BIRMINGHAM AIR LINE RAILWAY.

(See Seaboard Air Line.)

ATLANTA, BIRMINGHAM & ATLANTIC RAILROAD.

BRUNSWICK TO BIRMINGHAM.

Brunswick	0	Bushnell	105	Southland	209
Southern Junction ...	9	Ambrose	109	Rupert	213
Brobston	12	Wray	112	Charing (Flem)	218
Anguilla	16	Osierfield	117	Mauk	223
Leicht	17	Ashton	121	Norwich (Rabbit) ...	226
Thalman	21	Fitzgerald	126	Junction City	230
Lott	24	Abba	134	Paschal	231
Bamboo	27	Isaac	136	Talbotton	238
Fendig	31	Rebecca	142	Berry	243
Needmore	34	Double Run	147	Woodland	248
Hortense	38	Hatley	153	Chalybeate Springs ..	255
Dixon	43	Musselwhite	158	Manchester	256
Offerman	49	Cordele	163	Bullochville	261
Bristol	56	Ross	167	Warm Springs	262
Coffee	63	Vienna	173	Carlsbad	269
New Lacy	68	Lilly	179	Stovall	273
Rockingham	70	Byromville	184	Knott	280
Alma	73	Dooling	186	LaGrange	74
Guysie	77	Fields	191	Pyne	293
Sessoms	81	Monteruma	194	Abbottsford	297
Nicholls	84	Oglethorpe	196	Ga-Ala. Line	300
Chatterton	90	Maverick	201	Standing Rock, Ala.	302
Douglas	98	Ideal	206	Roanoke, Ala	311
Upton	101				

ATLANTA, BIRMINGHAM & ATLANTIC RAILROAD—Continued.**MANCHESTER TO ATLANTA.**

Manchester	0	Alvaton	25	Five	53
Persico	5	Haralson	29	Union City	56
Woodbury	10	Senoia	34	Ben Hill	65
Imlac	14	Aberdeen	43	Stratford	72
Gay	19	Tyrone	47	Atlanta	79

WAYCROSS TO SESSOMS.

Waycross	0	Bolen	15	Sessoms	26
Waltertown	7	Beach	19		
Elsie	12	Murrays	22		

FITZGERALD TO THOMASVILLE.

Fitzgerald	0	Fender	30	Corbett's	55
Fletcher	5	Ansley	32	Sunset	58
Mystic	9	Omega	35	Murphy	61
Pinetta	11	Crosland (Huggins) ..	39	Coolidge	66
Harding	17	Norman Park	42	Merrillville	70
Brighton	20	Barbers	47	Touraine	72
Tram Switch	22	Kingwood	50	Dillon	74
Tifton	25	Moultrie	52	Thomasville	81

ATLANTA, STONE MOUNTAIN & LITHONIA RAILWAY.

Lithonia	0	Lithonia	0
Pine Mountain	2	Quarries	2

ATLANTIC COAST LINE RAILROAD.**SAVANNAH, FLORIDA & WESTERN DIVISION.**

Savannah	0	Blackshear	87	Boston	188
Southover Junction ..	3	Waycross	97	Thomasville	201
Burroughs'	12	Glenmore	108	Pine Park	208
Way's	16	Argyle	116	Cairo	215
Fleming	24	Homerville	123	Whigham	222
McIntosh	31	Dupont	131	Climax	228
Walthourville	39	Stockton	139	Bainbridge	237
Ludowici	46	Naylor	144	Brinson	248
Doctortown	53	Valdosta	157	Iron City	253
Jesup	57	Ousley	167	Donaldsonville ..	257
Screven	69	Quitman	174	Jakin	264
Offerman	76	Dixie	181	Josephine	265
Patterson	79	Pidcock	184	Saffold	268

BETWEEN WAYCROSS AND FOLKSTON.

Waycross	0	Race Pond	20	Folkston	34
Braganza	8	Uptonville	28	Jacksonville, Fla. ..	75
Fort Mudge	15				

JESUP TO FOLKSTON.

Jesup	0	Hortense	19	Winokur	40
Broadhurst	10	Nahunta	28	Gross	44
McKinnon	14	Hickox	31	Folkston	54

ATLANTIC COAST LINE RAILROAD—Continued.**BETWEEN CLIMAX AND RIVER JUNCTION.**

Climax	0	Fowltown	9	Recovery	22
Otisca	2	Faceville	15	River Junction, Fla.	30

OTISCA TO AMSTERDAM.

Otisca	0	Wataga	3	Amsterdam	11
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METCALFE, THOMASVILLE AND ALBANY.

Albany	0	Camilla	26	Thomasville	58
Hardaway	9	Pelham	34	Metcalf	68
Baconton	16	Meigs	40		
Flint	20	Ochlochnee	47		

Savannah	0	Monteth	13	Charleston, S. C.	115
Central Junction	7				

BETWEEN DUPONT AND STATENVILLE.

Dupont	0	Haylow	12	Tarver	20
Withers	10	Alexanderville	17		

BRUNSWICK & WESTERN DIVISION.

Brunswick	0	Waresboro	67	Brookfield	122
Jamaica	16	Millwood	78	Tifton	130
Waynesville	24	McDonald	82	Ty-Ty	139
Atkinson	28	Pearson	90	Sumner	145
Lulaton	31	Kirkland	93	Poulan	148
Nahunta	36	Grays	100	Sylvester	151
Hoboken	45	Willacoochee	101	Willingham	156
Schlacterville	49	Alapaha	112	Davis	161
Waycross	59	Enigma	119	Albany	170

AUGUSTA SOUTHERN RAILROAD.

Augusta	0	Keysville	28	Mitchell	59
Adam	5	Noah	30	Agricola	61
Adventure	6	Matthews	31	Chalker	64
Gracewood	8	Wren's	35	Warthen	70
DeBruce	10	Spread	40	Silas	77
Hephzibah	14	Avera	45	Sandersville	80
Eddie	18	Gibson	50	Teanille	83
Blythe	21	Belle Springs	55		

BRINSON RAILWAY.

Savannah	0	Kellar	12	Blandford	19
Godley's Mill	10	Jolebrook	15	Springfield	25

CENTRAL OF GEORGIA RAILWAY SYSTEM.

SAVANNAH TO ATLANTA.

Savannah	0	Herndon	90	Smarr's	213
Clifton	4	Midville	96	Forsyth	217
Pooler	9	Gertrude	100	Colliers	223
Bloomington	12	Wadley	107	Goggins	229
Meldrim	17	Bartow	111	Barnesville	233
Eden	19	Almira	116	Milner	240
Marlow	26	Davisboro.	122	Orchard Hill	245
Pineora	27	Sun Hill	130	Griffin	251
Guyton	30	Tennille	135	Experiment	252
Tusculum	35	Oconee	146	Vineyard	254
Egypt	41	Beech Hill	150	Pomona	256
Oliver	46	Toombsboro	155	Sunnyside	258
Halcyondale	50	McIntyre	161	Hampton	262
Cameron	55	Gordon	170	Lovejoy	267
Dover	57	Lewiston	174	Orrs	270
Ogeechee	62	Griswold	181	Jonesboro	274
Rocky Ford	66	M. & A. Junction	186	Morrow	278
Scarboro	71	Macon	191	Forest Park	281
Parramore Hill	74	Macon Junction	192	Hapeville	286
Millen	79	Rivoli	199	East Point	288
Cushingville	83	Lorane	203	McPherson	291
Rogers	87	Bolingbroke	206	Atlanta	295

MILLEN TO AUGUSTA.

Millen	0	Idlewood	15	Albion	41
Lawton	5	Waynesboro	21	Allen's	43
Perkins	7	Green's Cut	27	Augusta	53
Munnerlyn	11	McBean	33		

DOVER TO BREWTON.

Dover	0	Parish	25	Nunez	48
Clito	5	Metter	29	Covena	53
Statesboro	10	Canoe	34	Norristown	57
Jimps	15	Stillmore	39	Adrian	64
Register	19	Kitchens	43	Scott	69
Pulaski	23	Lexsy	44	Brewton	77

GRIFFIN TO CHATTANOOGA.

Griffin	0	Felton	88	Raccoon	150
Vaughn	8	Dugdown	90	Summerville	153
Brooks	13	Youngs	96	Trion	158
Senoia	19	Cedartown	101	Martindale	165
Turin	24	Lake	106	Guild	167
Sharpsboro	26	Caldwell	109	LaFayette	171
Raymond	30	Chambers	114	Warrens	175
Newnan	36	Silvercreek	115	Marathon	177
Sargent	42	Lindale	116	Rock Springs	180
Whitesburg	47	Rome	121	Chickamauga	185
Banning	48	Morrisons	126	Lytle	188
Clem	51	Lavender	131	Mission Ridge	190
Carrollton	60	Sprite	136	Rossville	194
Mandeville	67	Holland	140	Shops	198
Bremen	73	Taliaferro	144	Chattanooga	198
Buchanan	81	Lyerly	146		

CENTRAL OF GEORGIA RAILWAY SYSTEM—Continued.**CHICKAMAUGA TO DURHAM.**

Chickamauga	0	West's	6	Gary's Camp	13
Harp's	3	Lula Lake	10	Durham	17
Cenchat	5	Hinkle's	12		

MACON TO COLUMBIA.

Macon	0	Montezuma	49	Walker	117
Wise	4	Oglethorpe	51	Ducker	120
Rutland	7	Green's Mill	55	Holts	125
Walden	9	Andersonville	60	Leary	129
Echeconnee	12	Bagley	67	Williamsburg	134
Byron	17	Americus	71	Arlington	142
Powersville	21	Maddox	76	Bryant	149
Deltzens	25	Sumter	80	Blakely	155
Fort Valley	29	Smithville	83	Hilton	165
Massey's Lane	34	Adams	89	State Line (near Co-	
Marshallville	36	Leesburg	96	lumbia, Ala.)	166.61
Winchester	39	Forrester	102		
Barron's Lane	44	Albany	107		

LYERLY TO DEWEY.

Lyerly	0	Alabama State Line ..	7
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MACON TO COLUMBUS.

Macon	0	Fort Valley	29	Favors	74
Wise	4	Everetts	36	Juniper	74
Rutland	7	Reynolds	43	Box Springs	78
Walden	9	Butler	51	Upatoi	83
Echeconnee	12	Tangent	55	Schatulga	91
Byron	17	Howard	60	Muscogee	98
Powersville	21	Paschal	65	Columbus	100
Deltzens	25	Geneva	71		

CUTHBERT JUNCTION TO FORT GAINES.

Cuthbert	0	Jones	15	Fort Gaines	22
Cuthbert Junction ..	2	Pecan	17		
Coleman	10	Killen's Mill	20		

SMITHVILLE TO GEORGETOWN.

Smithville	0	Shellman	25	Morris	46
Bronwood	8	Cuthbert	35	Hatcher	50
Dawson	14	Junction	37	Georgetown	58
Graves	18	Springvale	42		

MACON TO ATHENS.

Macon	0	Round Oak	28	Apalachee	81
M. & A. Junction ...	5	Hillsboro	33	Farmington	88
Sand Pit	6	Minneta	42	Bishop	91
Van Buren	8	Monticello	45	Watkinsville	95
Morton	15	Machen	53	Sidney	97
Grays	17	Shady Dale	54	Whitehall	100
Bradleys	21	Godfrey	61	Athens	106
Wayside	24	Madison	72		

Georgetown	0	Edmonton	39	Newborn	68
Irvington	5	Willard	48	Mansfield	71
Stevens' Pottery	9	Athol	53	Hayston	73
Carling	16	Alkenton	54	Starrsville	76
Milledgeville	18	Machen	57	Covington	82
Meriwether	26	Kelly	61	Railroad Street	82
Dennis	31	Farrar	63	Porterdale	86
Meda	36	Broughton	66		

Fort Valley 0 Myrtle 6 Perry 12

Americus	0	Elmview	32	Sizemore	51
Dellerfox	5	Kinchefoonee	35	Ochilllee	53
LaCrosse	9	Zelobee	37	Bellefonte	58
Ellaville	15	Glen Alta	39	Muscogee	62
Putnam	22	Ida Vesper	43	Columbus	64
Doyle	25	Cusseta	46		
Buena Vista	29	Halloca	49		

Columbus	0	Hamilton	24	Greenville	50
Nankipooch	7	Tip Top	28	Allie	55
Fortson	11	Chipley	33	Primrose	59
Hines' Crossing	13	Meriwether W. S.		Luthersville	63
Mobley Crossing	15	Springs	37	Benton	67
Cataula	16	Stinson	40	Raymond	73
Kingsboro	20	Harris	45		

Barnesville	0	Fambro's	6	Thomaston	18
Wilkinson's	3	Topeka Junction	7		
Middlebrook's	5	The Rock	9		

FREIGHT—(See table below.)

PER 100 LBS.											Per Bbl	Per 100 Lbs.				Per Ton	PER CAR LOAD			Per 100 Lbs	Per Ton 2,000 Lbs.		
1	2	3	4	5	6	A	B	C	D	E	F	G	H	J	K	L	M	N	O	P	R	Coal & Coke	Ice & Lime
50	45	40	30	25	20	20	20	15	12	20	25				10			20.00	20.00	\$10.00		75	85

Savannah	0	Estill	14	Atlantic Club	16
St. Augustine	5	Fort Screven	15	Hotel Tybee	18
McQueen's	9	Point	16	South End	18
Lazaretto	13	Post Office	16		

CHARLESTON & WESTERN CAROLINA RAILWAY.

Augusta	0	Evans	12	Sneads	15
Martinez	8				

CHATTANOOGA SOUTHERN RAILROAD.

Chattanooga, Tenn..	0	Kendrick	15	Sharpe	33
Woodburn	6	Henry	17	McConnellsville	35
Rock Creek	8	Cooper Heights	18	Gulliver	36
Flintstone	8	Cassandra	20	Harrisburg	38
Eagle Cliff	10	Kensington	22	Teloga	40
Cenchat	11	Estelle	24	Chelsea	43
Westboro	12	Marsh	27	Menlo	46
Costello	13	Chamberlain	30	Gadsden	Ala. 92
High Point	14	Bronco	32		

FITZGERALD, OCILLA & BROXTON RAILROAD.**IRWINVILLE TO FITZGERALD.**

Irwinville	0	Ocilla	10	Dorminey	16
Mystic	4	Frank	13	Fitzgerald	20
Paulk	7	Barnes	14		

IRWINVILLE TO BROXTON.

Irwinville	0	Osierfield	20	Hokesboro	27
Flournoy	16	Thurmans	21	Jowers	30
Weavers	18	Horton	25	Broxton	34

FLINT RIVER & NORTHEASTERN RAILROAD.

Pelham	0	Hinsonton	9	Sale City	15
Rogerville	4	Floride	11	Terrace	19
Mapleton	6	Akridge	13	Ticknor	25

FLORIDA CENTRAL RAILROAD.

Thomasville	0	Beverly	5	Hammond	10
Cherokee	1	Myrtlewood	6	Roddenbery	13

FLOVILLA & INDIAN SPRINGS RAILWAY.

Flovilla	0	Indian Spring	3
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CARBUTT & DONOVAN SHORT LINE RAILROAD.

Lyons	0	Poor Boy	5	Wheeler	11
Alpine	2	Ozona	9	Oak Park	15

GAINESVILLE MIDLAND RAILWAY.

Gainesville	0	Pendergrass	16	Attica	34
Candler	7	Jefferson	23	Oconee Heights	38
Klondike	8	Guests	26	Athens	42
Belmont	10	Red Stone	31		
Talmo	18	Clarkeboro	32		

GAINESVILLE MIDLAND RAILWAY—Continued.**MONROE BRANCH.**

Belmont	0	Winder	17	Walker Park	29
Hoschton	8	Bethlehem	22	Monroe	32
Mulberry	13	Campton	26		

GEORGIA RAILROAD.**AUGUSTA TO ATLANTA.**

Augusta	0	Norwood	50	Alcovy	125
Wheless	5	Barnett	58	Hazelbrand	127
Belair	10	Crawfordville	64	Covington	130
Grovetown	15	Robinson	70	Almon	133
Forest	16	Union Point	76	Conyers	140
Berzella	21	Greensboro	83	Lithonia	146
Harlem	25	Carey	90	Redan	150
Saw Dust	26	Blue Springs	92	Stone Mountain	155
Dearing	29	Buckhead	96	Clarkston	160
Bonesville	33	Madison	103	Ingleside	162
Thomson	37	Dorsey	107	Decatur	165
Messena	43	Rutledge	112	Clifton	167
Camak	47	Social Circle	119	Atlanta	171

MACON TO CAMAK.

Camak	0	Devereux	32	Haddocks	59
Warrenton	4	Carrs	36	James	64
Mayfield	13	Oconee Siding	45	Roberts	69
Culverton	20	Milledgeville	46	Macon	78
Granite Hill	22	State Farm	47		
Sparta	24	Browns	54		

ATHENS BRANCH.

Union Point	0	Stephens	16	Dunlap	30
Woodville	5	Huching	19	Winterville	32
Bairdstown	7	Crawford	22	Athens	39
Maxeys	13	Arnoldsville	27		

WASHINGTON BRANCH.

Barnett	0	Hillman	7	Little River	11
Sharon	4	Ficklin	10	Washington	18

GEORGIA & FLORIDA RAILWAY.**HAZLEHURST TO GEORGIA-FLORIDA LINE.**

Hazlehurst	0	Vineyard	41	Barrett	81
Ward	6	Oberry	43	Bemiss	86
Brooker	10	Willacoochee	48	Valdosta	94
Gulf	12	Bannockburn	53	MacVillie	97
Garrant	20	Barfield	59	Briggston	102
Seminole	25	Nashville	66	Clattville	104
Douglas	31	Arapahoe	72	Olympia	107
Cox	39	Rays Mill	76	Madison, Fla.	122

GEORGIA & FLORIDA RAILWAY—Continued.**DOUGLAS TO BARROWS BLUFF.**

Douglas	0	Clatt	13	McLean	16
Broxton	9	Pridgen	15	Barrows Bluff	20

NASHVILLE TO SPARKS.

Nashville	0	Massee	7	Sparks	12
Cottle	5				

MILLEN TO VIDALIA.

Millen	0	Hook's Crossing	18	Ochoopee	38
South Millen	1	Summit	21	Oak Park	40
Emmalane	5	Graymont	22	Selma	42
Butts	8	Durdenville	25	Penhoopee	43
Thrift	11	Monte Junction	27	Normantown	46
Garfield	15	Stillmore	32	Billvan	48
Kimball	17	Kenfield	36	Vidalia	53

SWAINSBORO TO KEYSVILLE.

Swainsboro	0	Midville	18	Gough	37
Modoc	5	McGruder	25	St. Clair	42
Wiggins	9	Rosier	29	Eves	46
Summertown	13	Vidette	33	Keysville	48

GEORGIA COAST & PIEDMONT RAILROAD.

Lower Bluff Dock..	0	Eulonia	17	Alton	56
Darien	2	Darien Junction	23	Glenville	59
Ridgeville	4	Tibet	31	Kicklighter	61
Ridge	5	Goose Pond	35	Lynn	62
Inwood	6	Brewer	37	Purvis	64
Meridian	8	Ludowici	40	Tootle	69
Hudson	9	Hilton Junction	43	Hughland	70
Valona	11	Weefannie	45	Reidsville	75
Oak Hill	12	Roderick	47	Collins	82
Crescent	13	Donald	50		
Bellville	15	Beards Creek	55		

GEORGIA GRANITE RAILROAD.

Lithonia	0	Rock Chapel Mount'n	4
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GEORGIA, FLORIDA & ALABAMA RAILWAY.

Cuthbert	0	Rowena	30	Lynne	60
Barney	4	Damascus	36	White's Mill	62
Randolph	8	Warren's Mill	38	Bainbridge	66
Carnegie	10	Corea	41	Bower	74
Moye	12	Colquitt	45	Attapulugus	78
Edison	16	Nicholasville	49	Laing Kat	80
Turman	21	Babcock	51	Getzlaff	85
Arlington	26	Eldorado	55	Tallahassee, Fla.	106

GEORGIA NORTHERN RAILWAY.

Boston	0	Corbett's	26	Bridgeboro	49
Oaklawn	6	Moultrie	29	Gantt	52
Barwick	9	Blasingame	34	Willie	54
Hollis	11	Schley	34	Nelms	56
Pavo	13	Jackson's	36	Wetherbee	60
Shelley	16	Sigsbee	38	Darrow	64
Ione	17	Doerun	42	Albany	68
Autreyville	21	Tiekner	44		
Cooper	25	Pritchett	46		

GEORGIA SOUTHERN & FLORIDA RAILWAY.

Macon	0	Dakota	79	Mayday	168
Macon Yard	1	Worth	81	Haylow	174
Sofkee	8	Ashburn	85	Thelma	179
Avondale	11	Sycamore	87	Headlight	186
Wellston	16	Inaha	92	Colton	190
Bonaire	21	Cycloneta	95	Fargo	198
Kathleen	25	Chula	98	Ewing	206
Tivola	29	Tifton	105	Eddy	Fla. 216
Grovania	35	Eldorado	112	Baxter	Fla. 223
Elko	38	Lenox	118	Moniac	Ga. 224
Unadilla	44	Osgood	120	St. George	Ga. 234
Pinehurst	49	Sparks	126	Kent	Fla. 239
Findlay	52	Adel	128	Crawford	244
Vienna	56	Cecil	134	Plummer	250
Richwood	59	Hahira	138	Kingsgrove	254
Cordele	65	Mineola	144	Hoyt	257
Wenona	69	Valdosta	152	J. & S. W. Crossing ..	258
Arabi	74	Blanton	161	Jacksonville, Fla. ..	262
Sibley	78	Howell	165		

B. DIVISION.

Macon	0	Dasher	158	Melrose	167
Valdosta	152	Lake Park	163	Palatka, Fla.	286

GULF LINE RAILWAY.

Hawkinsville	0	McCall	23	Terrell	54
Tippett's Still	3	Pitts	25	Smith's Switch	55
Wallace	7	Bush	29	Shingler's	57
Mashburn	9	Double Run	32	Sylvester	64
Millerville	10	Davisville	34	Gorday	67
Finleyson	12	Amboy	37	Alford's Switch	71
Pineview	13	Worth	43	Parkerville	72
Bartonville	16	Ashburn	46	Jenkins Siding	74
Pope City	18	Josella	48	Corbetts Switch	77
Seminole	20	Hobby	50	Bridgeboro	78

HARTWELL RAILWAY.

Bowersville	0	Hartwell	10
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LAWRENCEVILLE BRANCH RAILROAD.

Suwanee 0 Lawrenceville 10

LEXINGTON TERMINAL RAILROAD.

Lexington 0 Crawford 4

LOUISVILLE & NASHVILLE RAILROAD.**BETWEEN MARIETTA AND KNOXVILLE.**

Marietta	0	Bannister	33	Northcutt	71
Elizabeth	1	Ball Ground	35	White Path	73
Oak Hurst	4	Nelson	39	Cherry Log	75
Blackwell's	7	Tate	41	Lucius	77
Woodstock	12	Jasper	46	Blue Ridge	82
Toonigh	16	Westbrook	49	Curtis	88
Holly Springs	18	Talking Rock	53	Kyle	92
Univeter	20	Carns Mill	55	Etowah, Tenn.	144
Canton	24	White Stone	57	Knoxville, Tenn.	204
Keithsburg	29	Talona	60		
Gober	33	Ellijay	67		

ATLANTA TO KNOXVILLE VIA CARTERSVILLE.

Atlanta	0	Fairmount	68	Eton	96
Cartersville	48	Ranger	73	Orandall	99
Junta	51	Oakman	77	Fairy	103
White	57	Coniston	82	Cisco	105
Rydal	61	Ramhurst	87	Etowah, Tenn.	137
Bolivar	64	Chatsworth	92	Knoxville, Tenn.	197

MURPHY BRANCH.

Blue Ridge	0	Sweet Gum	11	Murphy, N. C.	25
Mineral Bluff	4				

CRANDALL BRANCH.

Orandall	0	Grassy Mountain ..	1
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ROLUMCO BRANCH.

Bannister	0	Rolumco	1
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LOUISVILLE & WADLEY RAILROAD.

Louisville	0	Moxley	6	Wadley	11
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MACON & BIRMINGHAM RAILWAY.

Macon	0	Dyas	33	Woodbury	75
Sofkee	8	Culloden	39	Snelsons	80
Skipperton's	12	Yatesville	44	Harris	83
Hardy's	16	Upson	50	Odessadale	91
Lizella	21	Thomaston	57	Mountville	95
Montpelier	25	Crest	65	Robertsons	99
Morans	28	Thunder	70	LaGrange	105

MACON, DUBLIN & SAVANNAH RAILROAD.

Macon	0	Gallmore	28	Catlin	60
M. & N. Junction	2	Danville	32	Minter	64
Swift Creek	5	Allentown	33	Rockledge	69
Dry Branch	10	Montrose	38	Orland	70
Pike's Peak	13	Dudley	43	Soperton	77
Fitzpatrick	16	Shewmake	46	Tarrytown	81
Ripley	18	Moore	49	Kibbee	85
Jeffersonville	23	Dublin	54	Vidalia	93

MILLTOWN AIR LINE.

Naylor	0	Carters	5	Milltown	10
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MONROE RAILROAD.

Social Circle	0	Gresham	5	Monroe	10
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OCILLA, PINEBLOOM & VALDOSTA RAILWAY.

Pinebloom	0	Louther's Still	3	Gaskin's Still	9
Willacoochee	1	Motts Siding	5	Lax	12

REGISTER & GLENNVILLE RAILWAY.

Register	0	Hagan	18	Easterling	31
New Hope	2	Claxton	19	Coe	33
Dink	3	Winburn	19	Birdford	36
Adabelle	6	Dean	23	Glennville	39
Undine	12	Jennie	26		
Brookland	15	Moody	29		

SANDERSVILLE RAILROAD.

Sandersville	0	Tennille	4
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SAVANNAH, AUGUSTA & NORTHERN RAILWAY.

Statesboro	0	Portal	12	Miley	20
Colfax	5	Aaron	17	Garfield	25

SAVANNAH & STATESBORO RAILWAY.

Ouylor	0	Ivanhoe	11	Shearwood	21
Blitchton	4	Hubert	12	Brooklet	24
Eldora	6	Stilson	16	Pretoria	28
Olney	9	Arcola	19	Statesboro	33

SAVANNAH VALLEY RAILROAD.

Egypt	0	Sheppards	13	Sylvania	23
Duggers	5	Hunters	15	Lewis	27
Morgans	9	Williamson	17	Hiltonia	33
Eureka	11	Kits Station	19	Mill Haven	37

SEABOARD AIR LINE RAILWAY.

Atlanta	0	Lilburn	23	South Athens	71
Howell's	3	Luxomni	25	Athens	73
Linneville	4	McFalls Spur	27	Hull	79
Deerland Park	6	Glouster	28	Colbert	84
Mina	7	Lawrenceville	34	Comer	89
Cheshire	8	Dacula	40	Carlton	95
Calhoun	9	Auburn	45	Oglesby	99
Goodrich	10	Winder	51	Ethridge	103
Belt Junction	11	Houses	56	Elberton	107
Montreal	15	Statham	59	Middleton	113
Tucker	13	Bogart	63	Heardmont	117
Caldwell	21	McLeroy	69	Calhoun Falls, S. C. ..	124

ATLANTA TO ROCKMART.

Howell	0	Powder Springs	17	Thomas	33
Edna	5	Hiram	22	Hardage	38
Floyd	11	Dallas	27	Rockmart	44

CARTERSVILLE TO ESOM.

Cartersville	0	Davettes	17	Cedartown	36
Ladd's	3	Aragon	19	Stateville	40
Brown's	6	Red Ore	20	Akes	40
Shelman's	7	Rockmart	23	Greenway	43
Stilesboro	9	Pineville	25	Isbells	44
McGinnis	12	Brewers	26	Esom	45
Glenwood	13	Fish	28	Pell City, Ala.	117
Taylorville	14	Grady	30		
Deatons	16	Lindsey's	31		

LOGANVILLE & LAWRENCEVILLE BRANCH.

Lawrenceville	0	Grayson	5	Loganville	10
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SAVANNAH TO FLORIDA LINE.

Savannah	0	Jones	39	Glencoe	76
Anderson	8	Darien Junction ..	42	Waverly	80
Burroughs	11	Townsend	46	White Oak	84
Way's	15	Cox	52	Satilla River	88
Belfast	20	Altamaha River	56	Woodbine	88
Haskells	21	Altamaha Sand Pit ..	57	Colesburg	91
Limerick	24	Everett	59	Seals	95
Dorchester	27	Jenks	64	Kingsland	100
Riceboro	32	Thalman	66	Jacksonville, Fla. ..	138
Hewitts	38	Bladen	69		

SEABOARD AIR LINE RAILWAY—Continued.**GEORGIA AND ALABAMA.**

Savannah	0	Higgston	83	Hugenin	179
Meldrim	17	McGreggor's Mill	87	Cobb	180
Cayler	20	Alley	90	DeSoto	185
Arden	22	Mt. Vernon	91	Leslie	186
Ellabelle	24	Ochwalkee	94	Parker's	189
Lanier	27	Glenwood	96	Huntington	191
Pembroke	32	Stuckey	100	Allen's	193
Rexa	35	Alamo	103	Gatewood	194
Groveland	39	Erick	107	Americus	198
Surrency's Mill	42	Helena	113	New Point	204
Palaky	44	Milan	124	Salters	208
Daisy	44	Horton	129	Plains	209
Claxton	49	Rhine	132	Wise	215
Hagan	50	Abbeville	139	Preston	219
Bellville	53	Kramer	145	Richland	227
Manassas	56	Rochelle	148	Randall's	231
Cummings' Mill	58	Pine City	151	Lumpkin	236
Collins	61	Pitts	153	Louvale	243
Danton	64	Seville	157	Union	247
Ohoopce	68	Listonia	161	Omaha	254
Lyons	74	Penia	163	Montgomery, Ala. ..	340
Stacer's	79	Cordele	168		
Vidalia	80	Coney	174		

SAVANNAH TO SOUTH CAROLINA LINE.

Savannah	0	Rincon	19	Clyo	32
Meinhard	11	Stillwell	25	Columbia, S. C. ..	142
Exley	16	Berry's	29		

BETWEEN COLUMBUS AND ALBANY.

Columbus	0	Richland	39	Sasser	73
Esquiline	5	Saville's	44	Stevens	75
Massey's	6	Kimbrough's	45	Aremena	77
Ochillee	11	Weston	49	Oakland	78
Sulphur Springs	14	Leverett's	52	Palmyra	83
Psalmood's	15	Chambliss	54	Vason's	84
Cusseta	19	Parrott	56	Albany	88
Renfroe	28	Belmont	62		
Brooklyn	32	Dawson	66		

FITZGERALD BRANCH.

Abbeville	0	Bowen's Mill	12	Huff & Thomas' Mill	23
Cortez	4	Queenland	16	Ensign's	29
Browning	6	Lulaville	18	Ocilla	31
Forest Glen	9	Fitzgerald	22		
Carswell	11	Whitley	27		

SMITHONIA & DUNLAP RAILROAD.

Dunlap	0	Smithonia	7
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SOUTHERN RAILWAY SYSTEM.**ATLANTA & CHARLOTTE AIR-LINE DIVISION.**

Atlanta	0	Suwanee	30	Yonah	70
Armour	6	Buford	37	Alto	74
Ottley	8	Flowery Branch	44	Baldwin	76
Roxborough	9	Oakwood	47	Cornelia	78
Crosskeys	10	Gainesville	53	Mt. Airy	80
Chamblee	13	New Holland	55	Ayersville	86
Doraville	14	Hall	58	Toccoa	93
Norcross	19	White Sulphur	59	Deer Court	98
Pittman	22	Lula	65		
Duluth	25	Bellton	66		

(Between Atlanta and Brunswick.)

Atlanta	0	Adams Park	108	Graham	195
Roseland	3	Ettrick	110	Pine Grove	199
Constitution	6	Westlake	114	Prentiss	202
Norton	7	Ainslee	116	Baxley	205
Henrico	8	McGriff	120	Wheaton	209
Conley	10	Coley	122	Surrency	215
Ellenwood	13	Cochran	126	Brentwood	219
Rex	15	Empire	132	Odum	225
Stockbridge	19	Carne	134	Nesbit	230
Maher's Quarry	20	Dubois	135	Ellis	232
Tunis	23	Gresston	137	Jesup	235
Flippen	24	Dempsey	139	Odessa	240
McDonough	28	Williams' Mill	144	Gardi	242
Locust Grove	35	Eastman	145	Bennett's Still	243
Jenkinsburg	40	Amoskeag	147	Pendarvis	245
Jackson	46	Godwinsville	150	Burbank	247
Flowilla	51	Chauncey	155	Grangerville	247
Cork	54	Soumi	156	Alkin	250
Berner	60	Cox	157	Mount Pleasant	252
Juliette	64	Haunson	160	Everett	256
Polhill	69	Achord	160	Weinkle	256
Dame's Ferry	72	Helena	164	O'Brien	257
Pope	74	McRae	165	Belle Vista	258
Holton	79	Scotland	170	Satterthwaite	260
Virgin	82	Towns	175	Zuta	262
Macon	88	Day	180	Walbirg	263
Reld	97	Lumber City	182	Sterling	266
Phillips	99	Ocmulgee	183	Southern Junction	269
Twiggs	102	Hazlehurst	189	Dock Junction	272
Bullard	104	Johnsonville	194	Brunswick	275

(Between Atlanta and Chattanooga.)

Atlanta	0	Powder Springs	23	Ravenel	56
Howell	2	Hiram	28	Hamlet	56
Peyton	7	Dallas	34	Seney	59
Chattahoochee	8	McPherson	40	Byrd	61
Oakdale	9	Braswell	45	Brice	62
Nickajack	12	Rockmart	51	Carey	66
Mableton	15	Aragon	54	Chambers	67
Austell	18	Long	55	Silver Creek	67

SOUTHERN RAILWAY SYSTEM—Continued.

(Between Atlanta and Chattanooga.)—Continued.

Lindale	69	Plainville	87	Dalton	113
Atlanta Junction	71	Reeves	91	Waring	118
Rome	73	Oostanaula	92	Varnell	123
North Rome	75	Sugar Valley	98	Cohutta	126
Berwin	78	Hill City	100	Chattanooga	152
Shannon	82	Carbondale	104		
Pinson	83	Phelps	108		

(Between Atlanta and Birmingham.)

Atlanta	0	Mableton	15	Temple	45
Howell	2	Austell	18	Bremen	53
Payton	7	Lithia Springs	21	Waco	56
Chattahoochee	8	Douglasville	27	Tallapoosa	63
Oakdale	9	Winston	32	Hooper	68
Nickajack	12	Villa Rica	39	Birmingham, Ala.	167

(Between Atlanta and Fort Valley.)

Atlanta	0	Woolsey	31	Yatesville	70
Sawtell	4	Bridges	32	M. & B. Crossing	74
Cornell	6	Lowry	34	Culloden	76
Haasville	9	Flint River	36	Musella	82
Thames	11	Vaughn	37	Roberta	88
Riverdale	15	Zetella	40	Hammett	93
Selma	16	Williamson	44	Gaillard	94
Gay	17	Zebulon	50	Rollo	96
Helmer	18	Meansville	55	Zenith	98
Kenwood	19	Vega	58	Lee Pope	99
Fayetteville	24	Piedmont	61	Fort Valley	105
Harp	27	Topeka Junction	64		
Ackert	29	Rest Haven	66		

COLUMBUS DIVISION.

Columbus	0	Shiloh	34	Williamson	72
Junction	1	Nebula	38	Rover	74
Rose Hill	2	Warm Springs	42	Griffin	80
Gentian	6	Raleigh	46	Experiment	81
Flat Rock	10	Woodbury	51	Towaliga	87
Midland	14	Molena	56	Luella	90
Ellerslie	18	Neal	59	Brown	92
Ossahatchie	20	Concord	64	Greenwood	94
Waverly Hall	23	Jolly	67	McDonough	98
Oak Mountain	28	Reidsboro	68		

SOUTHERN RAILWAY SYSTEM—Continued.**ELBERTON AIR-LINE.**

Toccoa	0	Bowersville	24	Hardcash	42
Hayes Crossing	5	Canon	26	Dewy Rose	44
Eastanollee	7	Royston	31	Goss	46
Avalon	11	Fellowship Church ...	34	Elberton	50
Martin	12	Bowman	38		
Lavonia	18	Harper	41		

ATHENS BRANCH.

Athens	0	Commerce	18	Gillsville	32
Center	7	Wilson's Church	23	Lula	39
Nicholson	12	Maysville	26		

CLEVELAND AND COHUTTA BRANCH.

Cleveland, Tenn. ...	0	Marble Switch	9	Red Clay, Ga.	13
Blue Spring	6	Weatherly	11	Cohutta	15

DOCK BRANCH.

Dock Junction	0	E. T. Docks	2
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HAWKINSVILLE BRANCH

Cochran	0	Mobley	6	Hawkinsville	11
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ROSWELL BRANCH.

Chamblee	0	Dunwoody	5	Roswell	10
Wilson's Mill	3	Morgan Junction	6		

ATLANTA BELT.

Atlanta	0	Walker's Mill	4	Armour	6
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ATTALA AND ROME.

North RomeGa.	0	Oreburg	10	Early	18
Huffaker	6	Coosa	13	Gadsden	Ala. 56
Robinson	9	Mt. Hope	16	Attala	Ala. 62

BETWEEN ROME AND SELMA.

Rome	0	Van's Valley	13	Etna	23
Atlanta Junction ...	2	Cave Spring	15	Selma	Ala. 196
Cunningham	9	Prior	22		

VILLA RICA BRANCH.

Villa Rica	0	V. C. C. Co.'s Mines ..	3
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SOUTH GEORGIA RAILWAY.

Adel	0	Morven	16	Quitman	28
Gregg's	6	Kennedy's	18	Baden	33
Barney	10	Spain	22	Empress	36
Marchman	14	Fodie	23	Perry	Fla. 77

STATENVILLE RAILWAY.

Haylow	0	Mercer	5	Statenville	14
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ST. MARYS & KINGSLAND RAILROAD.

Kingsland	0	Arnow	8	St. Marys	11
Scottsville	5				

SYLVANIA & GIRARD RAILROAD.

Rocky Ford	0	Zeigler	9	Sylvania	15
Kolb Gem	5	Damn	12		
Woodcliff	7	Waters	13		

TALBOTTON RAILROAD.

Talbotton	0	Bostick	7
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TALLULAH FALLS RAILWAY.

Cornelia	0	Turnerville	16	Clayton	35
Demorest	5	Tallulah Lodge	20	Mountain City	38
Habersham	6	Tallulah Falls	21	Rabun Gap	41
Clarksessville	8	Joy	26	Dillard's	42
Hills	9	Mathis	27	Franklin, N. C.	58
Anandale	11	Wiley	28		
Hollywood	13	Tiger	32		

UNION POINT & WHITE PLAINS RAILROAD.

Union Point	0	Caldwell's	5	Jarrell's	12
W. P. Junction	2	Siloam	7	White Plains	14

WADLEY SOUTHERN RAILWAY.**WADLEY TO ROCKLEDGE.**

Wadley	0	Kite	15	Adrian	27
Pinetucky	6	Hodo	17	Rixville	29
Ennis	10	Meeks	21	Orianna	33
Tom	13	Odomville	25	Rockledge	37

WADLEY TO COLLINS.

Wadley	0	Swainsboro	20	Corsica	41
Greenway	5	McLeod	27	Cobbtown	46
Smithton	9	Stillmore	33	Collins	53
Dellwood	15	Aline	40		

WESTERN & ATLANTIC RAILROAD.

Atlanta	0	Hugo	39	Adairsville	63
Simpson St.	1	Allatoona	40	McDaniel's	75
Howells	3	Bartow	42	Calhoun	78
Bolton	7	Emerson	43	Resaca	84
Gilmore	9	Etowah	46	Tilton	90
Vining's	11	Cartersville	48	Dalton	99
Smyrna	15	Junta	48	Rocky Face	104
Marietta	20	Rogers'	51	Tunnel Hill	107
Elizabeth	22	Cass	52	Catoosa	113
Noonday	26	Best's	55	Ringgold	114
Kennesaw	29	Kingston	59	Graysville	120
Lena	32	Cement	60	Chickamauga, Tenn. .	126
Acworth	35	Hall's	64	Chattanooga, Tenn. .	137

ROME BRANCH.

Kingston	0	Eves	7	Brick Yard	16
Wooley's	3	Dykes	11	Rome	18

WRIGHTSVILLE & TENNILLE RAILROAD.

Tennille	0	Donaldson	26	Alcorns	53
Peacock's Cut	6	Brewton	28	Chester	55
Harrison	10	Condor	33	Yonkers	60
Donovan	13	Dublin	36	Empire	65
Wrightsville	17	Hutchings	42	Bailey's Park	69
Meadow's	22	Springhaven	47	Hawkinsville	77
Lovett	24	Dexter	49		

DUBLIN TO EASTMAN.

Dublin	0	Mullis	18	Coleman	24
M. D. & S. Crossing ..	2	Cadwell	19	Beehive	25
Tingle	8	Della	22	Giddens	27
Rentz	14	Rogers	23	Eastman	33



TARIFF A.

Merchandise Rates Per Hundred and Graduated Rates for Packages Weighing Less than One Hundred Pounds.

As fixed by the Railroad Commission of Georgia.

APPLYING OVER ALL LINES EXCEPT THOSE SHOWN UNDER SPECIAL LOCAL.

MERCHANDISE TARIFFS.

DISTANCE	Rates per 100 lbs	RATES PER 100 POUNDS. 	30	40	50	60	70	80	90	100	105	115	120	130	135	140
		MILES. 	20	40	60	80	100	130	160	180	200	250	300	350	400	450
Miles	Cents	PACKAGES LESS THAN 100 LBS.														
1 to 20	30	Over 0, not over 5	25	25	25	25	25	25	25	25	25	25	25	25	25	25
21 to 40	40	Over 5, not over 10	25	25	25	25	25	30	30	30	30	30	35	35	40	45
41 to 60	50	Over 10, not over 20	25	25	25	25	30	30	30	30	35	35	40	45	45	50
61 to 80	60	Over 20, not over 30	25	25	25	30	30	35	35	40	45	50	50	55	55	55
81 to 100	70	Over 30, not over 40	25	25	30	35	40	45	45	50	50	60	65	65	70	75
101 to 130	80	Over 40, not over 50	25	30	35	40	45	50	55	60	65	70	75	80	85	90
131 to 160	90	Over 50, not over 60	25	30	35	45	55	60	65	70	75	85	95	100	105	110
161 to 180	1 00	Over 60, not over 70	25	35	45	50	60	70	75	80	95	100	110	120	130	130
181 to 200	1 05	Over 70, not over 80	30	40	50	60	70	75	90	100	105	115	120	130	135	140
201 to 250	1 15	Over 80, not over 90	30	40	50	60	70	80	90	100	105	115	120	130	135	140
251 to 300	1 20	Over 90, not over 100	30	40	50	60	70	80	90	100	105	115	120	130	135	140



Packages weighing five pounds and under shall not be charged more than 25 cents by one company for any distance within this State; but when such packages are handled by two or more companies, each company may charge 25 cents less 20 per cent.

TARIFF B.

GOVERNING PERISHABLES, ETC.

Rates per Hundred Pounds and Graduated Rates for Packages Weighing Less than One Hundred Pounds.

As fixed by the Railroad Commission of Georgia.

DISTANCE	Rates per 100 lbs	RATES PER 100 POUNDS. 	30	30	35	40	45	50	55	60	65	70	75	80	85	90
		MILES. 	20	40	60	80	100	130	160	180	200	250	300	350	400	450
Miles	Cents	PACKAGES LESS THAN 100 LBS.														
1 to 450	.....	Over 0, not over 5	25	25	25	25	25	25	25	25	25	25	25	25	25	25
1 to 20	30	Over 5, not over 10	25	25	25	25	25	25	25	30	30	30	35	40	45	45
21 to 40	30	Over 10, not over 20	25	25	25	25	25	25	30	30	35	35	40	45	45	45
41 to 60	35	Over 20, not over 30	25	25	25	25	25	30	30	35	35	40	45	50	55	55
61 to 80	40	Over 30, not over 40	25	25	25	25	30	30	35	40	40	45	50	55	60	65
81 to 100	45	Over 40, not over 50	25	25	25	30	30	35	40	45	45	50	55	60	65	70
101 to 130	50	Over 50, not over 60	25	25	30	30	35	40	45	50	55	60	65	70	75	80
131 to 160	55	Over 60, not over 70	25	30	30	35	40	45	50	55	60	65	70	75	80	85
161 to 180	60	Over 70, not over 80	30	30	35	40	45	50	55	60	65	70	75	80	85	90
181 to 200	65	Over 80, not over 90	30	30	35	40	45	50	55	60	65	70	75	80	85	90
201 to 250	70	Over 90, not over 100	30	30	35	40	45	50	55	60	65	70	75	80	85	90

NOTE.—Packages weighing five pounds and under shall not be charged more than 25 cents by one company for any distance within this State, but when such packages are handled by two or more companies, each company may charge 25 cents, less 20 per cent.

TARIFF E.

Governing the following perishables, when carried by Express Companies:

DRESSED POULTRY, FRESH FISH, FRESH MEAT, BUTTER AND SAUSAGES.

Rates per Hundred Pounds and Graduated Rates for Packages Weighing Less than One Hundred Pounds on above articles.

As fixed by the Railroad Commission of Georgia.

DISTANCE	Rates per 100 lbs	RATES PER 100 POUNDS.	25	25	25	27	30	35	40	48	45	50	54	58	60	63
		MILES.	20	40	60	80	100	130	160	180	200	250	300	350	400	450
Miles	Cents	PACKAGES LESS THAN 100 LBS.														
1 to 450	.....	Over 0, not over 5	25	25	25	25	25	25	25	25	25	25	25	25	25	25
1 to 20	25	Over 5, not over 10	25	25	25	25	25	25	25	25	25	25	25	25	25	25
21 to 40	25	Over 10, not over 20	25	25	25	25	25	25	25	25	25	25	25	25	25	25
41 to 60	25	Over 20, not over 30	25	25	25	25	25	25	25	25	25	25	25	25	25	25
61 to 80	27	Over 30, not over 40	25	25	25	25	25	25	25	25	25	25	25	25	25	25
81 to 100	30	Over 40, not over 50	25	25	25	25	25	25	25	25	25	25	25	25	25	25
101 to 130	35	Over 50, not over 60	25	25	25	25	25	25	25	25	25	25	25	25	25	25
131 to 160	40	Over 60, not over 70	25	25	25	25	25	25	25	25	25	25	25	25	25	25
161 to 180	45	Over 70, not over 80	25	25	25	25	25	25	25	25	25	25	25	25	25	25
181 to 200	45	Over 80, not over 90	25	25	25	25	25	25	25	25	25	25	25	25	25	25
201 to 250	50	Over 90, not over 100	25	25	25	25	25	25	25	25	25	25	25	25	25	25

MILK TARIFF.

Rates on Milk, per can, depot delivery only.

Empties to be returned free. Milk not for depot delivery, Tariff E rates.

Miles	Per 5-gallon can	Per 8-gallon can	Per 10 gallon can
5	6 cents	9 cents	11 cents
10	7 "	11 "	14 "
15	8 "	12 "	15 "
20	9 "	14 "	16 "
25	9 "	14 "	18 "
30	9 "	14 "	18 "
35	10 "	16 "	20 "
40	10 "	16 "	20 "
45	11 "	17 "	21 "
50	11 "	17 "	21 "
55	12 "	18 "	23 "
60	12 "	18 "	23 "
65	13 "	20 "	26 "
70	13 "	20 "	26 "
75	14 "	22 "	27 "
80	14 "	22 "	27 "
85	15 "	23 "	29 "
90	15 "	23 "	29 "
95	15 "	24 "	30 "
100	16 "	25 "	31 "
125	18 "	27 "	33 "
150	20 "	29 "	35 "
175	22 "	31 "	37 "
200	23 "	32 "	38 "
225	24 "	33 "	39 "
250 & over	25 "	34 "	40 "

Cream or Milk, in cans, packed in ice, same rates per hundred pounds as apply on ten-gallon cans of milk, in above tariff.

SPECIAL LOCAL MERCHANDISE TARIFFS.

The following tariffs, covering merchandise rates only, are applicable over the lines named in said tariffs respectively:

Albany & Northern Railway.

Over Miles	And Not Over Miles	Merchandise Per 100 Lbs.			
0	10.....	\$.35	32	37.....	.60
10	15.....	.40	37	40.....	.60
15	20.....	.45	40	42.....	.65
20	25.....	.50	42	47.....	.65
25	30.....	.55			
30	35.....	.60			

Atlanta, Birmingham & Atlantic R. R.

Over Miles	And Not Over Miles	Merchandise Per 100 Lbs.
0	15.....	\$.40
15	25.....	.50
25	40.....	.60
40	50.....	.65
50	70.....	.75
70	85.....	.80
85	100.....	.90
100	120.....	1.00
120	140.....	1.10
140	160.....	1.10
160	200.....	1.25
200	220.....	1.30
220	250.....	1.35
250	260.....	1.40
260	270.....	1.40
270	280.....	1.40
280	290.....	1.45
290	300.....	1.45
300	310.....	1.45
310	320.....	1.50
320	340.....	1.50
340	350.....	1.55

Brinson Railway.

Over Miles	And Not Over Miles	Merchandise Per 100 Lbs.
0	7.....	\$.40
7	12.....	.40
12	15.....	.40
15	17.....	.50
17	20.....	.50
20	22.....	.50
22	25.....	.50
25	27.....	.60
27	32.....	.60

Fitzgerald, Ocilla & Brexton R. R.

Over Miles	And Not Over Miles	Merchandise Per 100 Lbs.
0	7.....	\$.40
7	12.....	.40
12	15.....	.40
15	17.....	.50
17	20.....	.50
20	22.....	.50
22	25.....	.50
25	27.....	.60
27	32.....	.60
32	37.....	.60
37	40.....	.60
40	42.....	.65
42	47.....	.65

Flint River & Northeastern R. R.

Over Miles	And Not Over Miles	Merchandise Per 100 Lbs.
0	15.....	\$.40
15	25.....	.50
25	40.....	.60
40	50.....	.65
50	70.....	.75
70	85.....	.80
85	100.....	.90

Georgia and Florida Railway.

Augusta & Florida Division.
Douglas, Augusta & Gulf Division.
Millen and Southern Division.
Valdosta Southern Division.

Over Miles	And Not Over Miles	Merchandise Per 100 Lbs.
0	15.....	\$.40
15	25.....	.50
25	40.....	.60
40	50.....	.65
50	70.....	.75
70	85.....	.80
85	100.....	.90
100	120.....	1.00
120	140.....	1.10
140	160.....	1.10
160	200.....	1.25

Georgia Coast & Piedmont R. R.

Over Miles	And Not Over Miles	Merchandise Per 100 Lbs.
0	7	.30
7	12	.36
12	17	.41
17	20	.45
20	22	.45
22	27	.50
27	32	.54
32	37	.59
37	40	.62
40	47	.62
47	52	.63
52	57	.68
57	60	.69
60	62	.69
62	67	.74
67	77	.75
77	80	.77
80	82	.77
82	87	.80
87	92	.83

Gulf Line Railway.

Over Miles	And Not Over Miles	Merchandise Per 100 Lbs.
0	7	.40
7	12	.40
12	15	.40
15	17	.50
17	20	.50
20	22	.50
22	25	.50
25	27	.60
27	32	.60
32	37	.60
37	40	.60
40	42	.65
42	47	.65
47	50	.65
50	52	.75
52	57	.75
57	60	.75
60	62	.75
62	67	.75
67	70	.75
70	72	.80
72	77	.80
77	80	.80
80	82	.80
82	85	.80

85	87	.90
87	92	.90
92	97	.90

Macon and Birmingham Railway.

Over Miles	And Not Over Miles	Merchandise Per 100 Lbs.
0	5	.30
5	10	.40
10	15	.45
15	20	.45
20	25	.50
25	30	.55
30	35	.60
35	40	.60
40	45	.60
45	50	.65
50	55	.70
55	60	.70
60	65	.75
65	70	.75
70	75	.75
75	80	.75
80	85	.80
85	90	.80
90	95	.85
95	100	.90
100	110	.90

South Georgia and West Coast.

Over Miles	And Not Over Miles	Merchandise Per 100 Lbs.
0	20	.45
20	40	.65
40	65	.75
65		.90

Stillmore Air Line.

Over Miles	And Not Over Miles	Merchandise Per 100 Lbs.
1	20	.45
20	40	.60
40	60	.75

Wrightsville & Tennille Railroad.

Over Miles	And Not Over Miles	Merchandise Per 100 Lbs.
0	20	.40
20	40	.60
40	60	.65
60	80	.75

RULE II.

All charges on freights weighing more than five pounds and passing over two or more railroads under the same management and control, by lease, ownership or otherwise, shall be based on continuous mileage, but when said shipments pass over two or more roads not under the same management and control, by lease, ownership or otherwise, 30 per cent. may be added to the Express Standard Tariff, based on continuous mileage. When said shipments are handled by two or more express companies, each company may charge its local less ten per cent.

Packages weighing five pounds and under shall not be charged more than 25 cents by one company for any distance within this State, but when such packages are handled by two or more companies, each company may charge 25 cents less 20 per cent.

RULE III.

The Express Companies are directed to have published and posted at all their offices in the State of Georgia the said classifications, rates and rules, with such explanations as are necessary for a full understanding of the same.

RULE IV.

Graduated rates apply to matter weighing less than one hundred pounds.

RULE V.

Two or more packages weighing each 10 pounds or over, forwarded by one shipper at the same time to one consignee, may be charged for on the aggregate weight as above. Packages weighing less than 10 pounds each shipped as in the foregoing section, may be aggregated, provided they are estimated and charged for as weighing 10 pounds each. Actual weight only must be entered on the way-bill. If articles of different classes are aggregated, the charge may be made at the rate applying to the highest class.

RULE VI.

Valuation Charges.—When the value of any merchandise shipment (C. O. D. or otherwise) exceeds \$50.00, the following additional charge may be made on value: (Charge for value whether insured or not). When merchandise rate is \$1.00 or less per 100 pounds, 5 cents for each \$100.00 value, or fraction thereof. When merchandise rate exceeds \$1.00 and not more than \$3.00 per 100 pounds, 10 cents for each \$100.00 value, or fraction thereof. These rates apply only to packages or shipments of merchandise, jewelry and valuable papers.

RULE VII.

If C. O. D. matter is refused, or can not be delivered, the shipper must be immediately notified, and if not disposed of within thirty days after such notice, it may be returned, subject to charge both ways.

RULE VIII.

Gunpowder, Dynamite, Kerosene, Naptha, Gasoline, Matches and all other explosive or dangerous inflammable oils, acids, or materials may not be received for transportation.

RULE IX.

Fancy Poultry, Pet Stock or Dogs that have paid double merchandise rates to Fairs and Exhibitions may be returned free, if accompanied by a certificate from the Secretary that they are being returned to the original owner.

RULE X.

No Express office where Express business is done in this State shall be discontinued or abolished without first obtaining the consent of the Commission upon application duly filed by said company, wherein shall be stated the reasons therefor.

RULE XI.

When ice is used for preservation of shipments of commodities in Tariff E, including oysters in shell, deduct Twenty-five per cent. (25) from the gross weight.

RULE XII.

The sender of any article by express between points in this State who shall prepay the charges on same, is authorized to plainly mark such article "paid" or "prepaid;" but nevertheless, it shall be the duty of the agent or employe of the express company receiving same to place thereon a label showing that it has been prepaid, or to write or stamp upon such article the word "paid" or "prepaid," or other words showing the payment of charges at the initial point and it shall be unlawful for such express company, or any of its agents or employes, to collect charges from the receiver of such article, under forfeiture of twice the amount of the proper charge.

Failure to refund charges so collected within twenty-four hours after demand, substantiated by the paid mark on the article, or shipping receipt, either at initial point or destination, shall be punishable by such further penalty as the Commission may determine.

SPECIAL NOTICE.

See Rule Number One, of the Rules Governing the Erection and Location of Depots, etc.

CLASSIFICATION OF PERISHABLES, GENERAL SPECIALS, ETC.

CARRIED AT LESS THAN MERCHANDISE RATES, AND AS PRESCRIBED
IN TARIFF B.

Ale,	Cider,	Greens,
Apples,	Clams,	Green Corn,
Asparagus,	Cocoanuts,	Hides, green,
Bananas,	Crabs,	Honey, in comb & strained,
Beans,	Crab Meat, raw	well packed,
Beef Fat,	(Not including deviled or	Ice Cream,
Beer,	cooked crabs),	Lard,
Beer Tonic,	Crackers,	Lemons,
Berries,	Cucumbers,	Lettuce (gross weight),
Cabbages,	Eggs,	Lobsters,
Calves, dressed,	Egg Plants,	Mineral Water,
Cantaloupes, in crates or	Fish Roe,	Okra,
barrels,	Fish (salted or dry),	Oleo Butter and Oil,
Carrots,	Frogs, live,	Oranges,
Celery,	Fruit,	Oysters, in shell,
Cheese,	Furs, coarse,	Oysters, canned,
Cherries,	Game,	(See Scale of weights.)
Chestnuts,	Grapes,	Parsnips,

Peaches,
Pears,
Peas,
Pine Apples,
Plums,
Pomegranates,
Pop,
Potatoes,
Radishes,

Rabbits, dead,
Skins, undressed of any
kind,
Soda Water,
Squashes (in crates),
Strained Honey,
Sugar Cane,
Vegetables, green,
Tomatoes,

Terrapins,
Trees and Shrubs (for
planting, when boxed
or baled, prepaid or
guaranteed),
Turtles, in barrels,
Turtles, live,
Turnips,
Yeast, compressed.

EXPLANATION OF ABOVE TABLES.....To find rate per one hundred pounds.

EXAMPLE—Find the distance for forty miles, or any distance between 21 and 40, on the left side of the Table of Merchandise Rates, and the column on the right, under the head of "cents" gives the correct rate—40 cents.

To find the rate on packages less than 100 pounds. Look under the head of packages less than 100 pounds," and find the weight of package on which rate is wanted, and run your finger along to the right until you get under the number of "miles" wanted, at the top of the table, and where the two cross you will find the rate. For example....Wanted the rate on a package weighing between 41 and 50 pounds for 60 miles. Find weight of package "over 40 and not over 50 pounds," under head of "packages less than 100 pounds," and run your finger to the right until it comes to the column under the "60 miles," and it will give the rate wanted—35 cents.

EXTRA RATE CHARGES.—On matter subject to half rate, as one and one-half, or double rate, find graduated rate according to tariff, and then add one-half, or double it, as required. Example.—If a package weighs 26 pounds, rated at double rate, and the rate to destination is \$1.00 (E) per 100 pounds, the charge for 20 or 25 pounds is 50 cents, double this—\$1.00—is the proper amount.

CLASSIFICATION OF MERCHANDISE. EXPLANATORY NOTES.

A means that the article is governed by Tariff A.

$\frac{1}{2}$ A means that the article is governed by one-half of Tariff A.

Double A means that the article is governed by two times Tariff A.

3 times A means that the article is governed by three times tariff A.

4 times A means that the article is governed by four times Tariff A.

8 times A means that the article is governed by eight times Tariff A.

SCALE OF WEIGHTS FOR OYSTERS PACKED IN CANS.

In order to secure uniformity in weights and charges on shipments of Oysters packed in cans, the following scale of weights must be strictly adhered to in all cases. Delivering as well as Receiving Offices will see that no deviation is made from it.

WAY-BILL.

6 Cans packed in Ice, 25 lbs.	
12 "	40 "
16 "	50 "
18 "	60 "
20 "	65 "
24 "	80 "
30 "	90 "
36 "	105 "
44 "	120 "
50 "	135 "
56 "	150 "
72 "	195 "

WAY-BILL.

12 Cans without Ice, 30 lbs.	
18 "	45 "
24 "	60 "
27 "	65 "
30 "	70 "
36 "	85 "
45 "	105 "
54 "	130 "
66 "	155 "
82 "	195 "

To arrive at the proper weight of Boxes or Cases, when number of Cans packed differs from the number of Cans given above, add two and one-half pounds for each Can in excess to the next lowest number given on the list, and charge at the hundred pound rate.

Shippers must mark the **EXACT** number of CANS contained in each case.

The following special rates are to be used only on the conditions named below, within the State.

SECTION "A."—Advertising Matter, consisting of Printed, Engraved or Photographed Advertisements, on paper or cardboard (not under glass), and Almanacs, Signs or Cards without glass, in frames or racks, may be charged at the Merchandise rate per one hundred pounds, for actual weight, charges to be prepaid or guaranteed, and no charge to be less than 25 cents.

NOTE—The rates on advertising matter given herein will be applied only on matter distributed gratuitously for advertising purposes, and must not be applied on any package containing articles that are sold to the consignee. Any article of merchandise packed with advertising matter will subject the shipment to the regular graduate at merchandise rate.

SECTION "B."—The following matter may be charged for at the Merchandise rate per one hundred pounds, for actual weight, charges to be prepaid or guaranteed:

Auxiliary Newspapers, Patent insides, and other appliances used in place thereof, including Reading Matter, Plates, minimum, twenty-five cents.

Packages of clothing shipped to or by laundries, minimum, twenty-five cents.

Catalogues and Prices Current, with prices extended, to and from dealers and their traveling salesmen, value limited to \$10.00, minimum, twenty-five cents.

Samples of Soap from manufacturers, when given away for advertising purposes minimum, twenty-five cents.

Sample Cans of Cooked Corn from packing houses, minimum, twenty-five cents.

Sample Cans of Meat from packing houses, minimum, twenty-five cents.

NOTE—When graduated or other rates quoted in this card are less than these, they should be applied. When shipments are ordered returned, these rates apply.

The following special rates are to be used only on the conditions named below on business within the State.

***SECTION "C."**—Rates on Printed Matter and Seeds and Bulbs, prepaid, to railroad points only within the State, for manufacturers, publishers and dealers.

The following articles may be carried at ten cents for each one and one-half pounds or less, and for single packages exceeding one and one-half pounds, one cent for each additional two ounces or fraction thereof, unless the graduate rate is less:

Almanacs,	Card Boards,	Flexible or Paper Pat-
Blanks (printed, bound	Calendars,	terns,
or in sheets),	Cards, printed,	Hand Bills,
Blotters and Blotting	Catalogues,	Heliotype Work,
Pads,	Circulars,	Ins. Policies (blank),
Books (printed, bound or	Chromos,	Labels,
unbound),	Chromo Lithographs,	Litho. Views of Cities
†Bulbs,	Cuttings,	(mounted on cloth with
Blank Books,	Engravings,	rollers),
Blank Cards,	Envelopes (address	Letter Papers,
Blank Envelopes,	printed),	Lithographs,

Magazines,	Photos (not framed),	Samples of Merchandise,
Maps,	Plants,	including Grain, Cloth,
Ornamented paper,	Posters,	Medicine and Sample
Pamphlets,	Prospectuses,	Cards,
Paper for Cash Registers	Proof Sheets,	Scions,
(printed in rolls or	Publications,	†Seeds,
sheets),	Roots,	Sheet Music,
Periodicals,		Show Cards (unmounted),
		Stereoscopic Views.

Any of the above mentioned articles which represent advertising may be taken under Section A, when it gives a lower rate.

†Packages of Bulbs or Seed exceeding 40 ounces in weight, 4 cents per package less than rate of one-half cent per ounce, unless regular graduate is less.

Printed Matter Rates apply solely to articles enumerated, and only when shipped by manufacturers, publishers or dealers. The value of each package must be limited to Ten Dollars, be prepaid and have the nature or the contents written, stamped or printed thereon, and be so packed that the description may be readily verified by examination.

*SECTION "D."—Especial care and judgment must be exercised in the use of the following special rates, offering them only to manufacturers and dealers, to secure large and continuous shipments.

Packages of Merchandise (not including Jewelry), Grocers Samples, and Electrotypes and Stereotype Plates for advertising cuts, value not exceeding \$10, may be forwarded at a rate of one cent per ounce.

Crab (soft shell) Empties may be returned free O. R., between all points.

Sample Cans or Jars securely packed, of cooked or preserved fruits, vegetables or fish, when shipped by manufacturers only, pound rates. This applies between all points.

Samples of Wall Papers sent to dealers charge pound rates.

Onion Sets.—Charge merchandise rates, except that they may also be taken under the head of "Rates on Printed Matter, Seeds, and Bulbs." See Section C. "Vegetables," under head of "General Special," only covers "Green Vegetables" used for food.

Strawberry and Other Live Plants should be classed as plants (see Classification Card) and charged for at merchandise or double merchandise rates, as indicated. Only trees and shrubs are enumerated under head of "General Specials," not nursery stock or shipments from nurseries.

Packages of Almanacs for city delivery, received by freight for distribution, may be charged for at 25 cents each.

Stencil Plates and Shipping Cards, to be used on packages, to be returned by express, when shipped by commission merchants to their customers, may be charged at advertising matter rates, as fixed by Section "A."

Ice Cream, at actual gross weight with an allowance of 20 per cent. for ice, at regular merchandise rates, unless there are authorized specials to the contrary.

"Safety Bicycles," not knocked down and boxed or crated, charge double merchandise rates, same as "Ordinary Bicycles."

Burlaps which have been used for covering shipments of silk from silk mills, may be returned free.

"Airtight Jersey Butter Jars," six in crate, to be returned empty, when shipped full by express, may be returned between all points at 15 cents each.

Fish Roe may be classed same as Fresh Fish.

Sulkies, Knocked Down, not Boxed or Crated.—Charge three times merchandise rate—minimum charges, \$3.00.

Harvesters, Knocked Down.—Charge single merchandise rate. They should not be classed as "Bulky Agricultural Implements," on which double merchandise rate is charged as provided in Classification.

Shell Clams in Bulk should be way-billed at the estimated weight for Oysters; that is, 10 pounds to the gallon.

Empty Paper Boxes.—Charge double merchandise rate.

Shipment of Posters to Traveling Shows should be taken at graduated merchandise rates, and not at the rates given under Section A of Classification Card.

GENERAL CLASSIFICATION.

EXPLANATIONS.....Special rules under each heading apply to all articles enumerated thereunder. A. stands for single A. Rate; $\frac{1}{2}$ A. for One-half A. Rate; $1\frac{1}{2}$ A. for One and One-half A. Rate; D. A. for Double A. Rate; 3t A. for Three Times A. Rate, Etc., *Special* for Special Rates or Scales of Special Rates. In the absence of Special Rates on Special Rate matter use Single Merchandise Rates; O. R. for Owner's Risk; O. R. B. for Owner's Risk of Breakage; K. D. for Knocked Down; *Minimum* for minimum charge on a single shipment—i. e., no single charge less than the one specified.

All articles not enumerated below, or not analogous to those enumerated, are to be charged for at A. Rates.

A		B
Acids, dangerous, refuse, see Rule 8.		
Advertising Matter, see Section A.		
Agricultural Implements bulky.	D. A.	
Plows, ordinary, <i>stirring and breaking</i>		
Ale	A.	
Almanacs, see Section A and Section C.	B.	
Animals and Birds, Live—Receive them only at O. R. of injury, death or escape taking a Release as provided for Live Stock. Feed and utensils must be provided by shippers. <i>They must be boxed or caged.</i> Enter the number of animals in each box or cage on way-bill. Charges may be <i>prepaid or guaranteed</i>	D. A.	
Alligators, live		
Cats		
Deer		
Dogs, in boxes at actual weight or securely chained, at 100 lbs. each		
Ferrets		
Guinea Pigs		
Opossums		
Pet Animals		
Rabbits		
Antlers	D. A.	
Apples	B.	
Asparagus	B.	
		Bananas
		Beans
		Beef Fat
		Beer
		Berries
		Butter
		Beer Tonic, see Scale of Rates
		Bees, in stands, O. R.
		Benzine, refuse, see Rule 8 ..
		Bicycles—Ordinary, see Vehicles.
		Bicycles—Railroad, taken apart, see Vehicles.
		Bicycles—Safety—K. D. and crated, see Vehicles.
		Bicycles—Safety—not K. D. and boxed
		Bicycle Wheels, see Vehicles.
		Birds—Live—Receive them only at O. R. of injury, death or escape, taking a Release as provided for Live Stock. Feed and utensils must be provided by shippers. Charges must be <i>prepaid or guaranteed.</i> Enter the number in each crate on the way-bill
		Blanks, printed, bound or in Sheets, see Section C.
		Blotters and Blotting Pads, see Section C.
		Boats, Metallic Folding securely packed
		Boats, Row and Canoes, including paddles and equip-

ment, minimum \$2.00 4 t A.
 Shells and all Racing
 Crafts, including Outrig-
 gers, minimum \$4.00 .. 8 t A.
 Books, printed, bound or un-
 bound, see Section C.
 Book Cases, same as Furni-
 ture.
 Bread, pound rates, minimum
 25 cents B.
 Buggies, see Vehicles.
 Burial Cases A.
 Burros, see Live Stock.
 Bulbs, see Section C.

C

Cabbage B.
 Calves (dressed) B.
 Cantaloupes, in crates or bbls
 Carrots B.
 Celery B.
 Cheese B.
 Cherries B.
 Chestnuts B.
 Cider B.
 Clams B.
 Coconuts B.
 Crabs B.
 Crab meat raw, not including
 deviled or cooked crabs .. B.
 Crackers B.
 Cucumbers B.
 Calendars, see Section C.
 Calves, see Live Stock.
 Calves, dressed, see Perishables,
 etc.
 Cameras, Photograph, securely
 boxed A.
 Cameras—Photograph, in light
 carrying cases D. A.
 Canoe, see Boats
 Cards, printed, see Section C.
 Carriages, see Vehicles.
 Castings—Fragile, receive
 only at O. R. B. 1½ A.
 Catalogues, see Section C.
 Catalogues and prices current
 with prices extended to or
 from dealers and their trav-
 eling salesmen, value limit-
 ed to \$10.00, Section B.
 Cats, see Animals.
 Chairs, see Furniture.
 Chromos, see Pictures, also
 Section C.
 Chromo Lithographs, see Sec-
 tion C.

Chronometers, see Instru-
 ments.
 Cigar Boxes, empty A.
 Circulars, see Section C.
 Clothing, packages of, to or
 from Laundries, see Sec-
 tion B.
 Colts, See Live Stock.
 Corn, cooked, sample cans of,
 see Section B.
 Cows, see Live Stock.
 Crabs, deviled or cooked A.
 Crayon Portraits, see Pictures.
 Cuttings, see Section C.

D

Deer, see Animals.
 Desks—School, see Furniture.
 Desks—Office, same as Furni-
 ture.
 Dogs, see Animals.
 Doll Carriages and Doll
 Chairs, of small value A.
 Dressed Poultry E.
 Dress Forms D. A.
 Dynamite, refuse, see Rule 8.

E

Eggs B.
 Egg Plants B.
 Emery Wheels.
 Empties, O. R., returned by
 the company that carried
 them when full. Unless
 otherwise provided for, they
 must be called for and de-
 livered by owners, and
 charges must be *prepaid*.
 Empties not enumerated
 are to be charged for in ac-
 cordance with size and
 weight of analogous emp-
 ties. When carried by two
 or more companies between
 common points, charges to
 be divided equally, deliver-
 ing company to have the
 odd cent. Empties that
 have not been shipped full
 by express, charge merch-
 andise rates.
 Bags and sacks for news
 companies may be trans-
 ported free or Tariff B
 rates
 Beer Empties may be trans-
 ported free or Tariff B
 rates.
 Berry Stands or Crates .. 10c. Each

Bread Baskets or Boxes .. 5c. Each
 Butter, under 100 pounds,
 5 cents each for any dis-
 tance.
 Cans, in boxes or kegs and
 oil cans in jackets 10c. Each
 Cans, for Alcohol, Fish,
 Oils, and Varnishes. They
 may be delivered to regu-
 lar patrons 15c. Each
 Clothing Baskets for cloth-
 ing houses and merchant
 tailors 25c. Each
 Coops 10c. Each
 Crates and Kennels, pet ani-
 mal or dog, minimum 50c. $\frac{1}{2}$ A.
 Demijohns, in boxes or kegs 10c. Each
 Egg Cases 5c. Each
 Fruit Empties 10c. Each
 Gas Cylinders, minimum
 15c. $\frac{1}{2}$ A.
 Homing Pigeon Baskets,
 minimum 50c. each, for
 each company carrying . A.
 Ice Cream Freezers, mini-
 mum 15 cents $\frac{1}{2}$ A.
 Ice Cream Freezers, empty,
 may, by agreement with
 owner, be returned sub-
 ject to charges on deliv-
 ery at rates fixed in clas-
 sification $\frac{1}{2}$ A.
 Jars 5c. Each
 Jugs, in boxes or kegs 10c. Each
 Kumyss Boxes 25c. Each
 Liquor Kegs 10c. Each
 Meat boxes may be return-
 ed subject to charges on
 delivery, by agreement
 with owners 25c. Each
 Milk Cans may be trans-
 ported free or Tariff B
 rates.
 Mineral Water Cases may
 be transported free or
 Tariff B rates.
 Oyster Empties may be
 transported free or tariff
 B rates.
 Oyster Empties, new, sent
 to be filled and returned
 by express, may be trans-
 ported free or Tariff B
 rates.
 Tubs or Pails 5c. Each
 Other New Oyster Emp-
 ties 10c. Each
 Poney Refrigerators, for
 fruit 25c. Each

Soda Fountains, minimum
 15c. $\frac{1}{2}$ A.
 Engravings, see Pictures, also
 Section C.
 Envelopes, address printed,
 see Section C.
 Explosives, refuse, see Rule 8.
 F
 Feathers, closely compressed
 and baled A.
 Feathers, not closely com-
 pressed and baled D. A.
 Ferrets, see Animals.
 Fire-arms, O. R.
 Guns or Rifles, trussed or
 boxed, or taken apart and
 packed in sole leather or
 canvas cases A.
 When not so packed 3 t. A.
 Pistols or Revolvers, secure-
 ly packed A.
 Fire Brick A.
 Fish—Salted or Dry B.
 Fish—Fresh E.
 Fish Roe B.
 Fresh Meats E.
 Frogs, live B.
 Furs, coarse B.
 Fish—Live. When carried by
 more than one Company
 rates on "Packages each 7
 pounds or less" do not apply A.
 Fruit B.
 Furniture, O. R. B.
 Boxed or Crated A.
 Not Boxed or Crated D. A.
 Burlapped, except chairs,
 from manufacturers only A.
 Chairs, boxed or crated .. A.
 Chairs, not boxed or crated
 and not otherwise speci-
 fied D. A.
 Chairs, Barber, burlapped
 boxed or crated A.
 Chairs, Dentists', boxed or
 crated, not exceeding \$75
 in value A.
 Chairs, Dentists', boxed or
 crated, exceeding \$75.00
 in value D. A.
 Chairs, Iron Frame or Fold-
 ing Opera A.
 Letter File Cases, boxed or
 crated A.
 Piano Stools, boxed or crated A.
 Piano Stools, not boxed or
 crated D. A.
 School Desks A.
 Furs—Coarse, including un-

dressed skins B.
 Furs—Dressed A.

G

Game B.
 Gasoline, refuse, see Rule 8.
 Ginger Ale A.
 Glass, must be boxed or crated
 O. R. B.
 Ground }
 Mirrors }
 Stained } D. A.
 Show Cases }
 Plate }
 Signs } A.
 Window }
 Goats, see live stock.
 Grapes B.
 Greens B.
 Green Corn B.
 Guinea Pigs, see Animals.
 Guns, see Fire-arms.
 Gunpowder, refuse, see Rule 8.

H

Harvesters, K. D. A.
 Hand Bags—Old. A.
 Hand Bills, see Section C.
 Heliotype Work, see Section C.
 Hides—Green B.
 Hobby-Horses D. A.
 Hogs, see Live Stock.
 Honey, O. R., refuse unless
 properly packed A.
 Honey in comb and strained,
 well packed B.
 Horses, see Live Stock.

I

Ice Cream B.
 Inflammables, refuse, see
 Rule 8.
 Instruments, O. R.
 Musical Instruments, encas-
 ed in wooden boxes in ad-
 dition to their own cases
 Musical Instruments, not
 boxed, not otherwise
 specified 3 t A.
 Pianos, boxed, minimum
 \$5.00 for each Company
 carrying A.
 Pianos, not boxed, mini-
 mum \$5.00 for each Com-
 pany carrying 1½ A.
 Organs, boxed A.
 Organs, not boxed, for mu-
 sic dealers A.
 Organs, not boxed for other

than music dealers 1½ A.
 Surveyors' Instruments, ex-
 cept Tripods, must be re-
 fused unless boxed.
 Surveyors' Instruments, en-
 closed in a single box or
 case 3 t A.
 Surveyors' Instruments,
 strapped so that they can
 not move in their own
 box or case, and covered
 with one or more addi-
 tional boxes with proper
 packing between A.
 Chronometers, must be re-
 fused unless boxed 3 t A.
 Thermometers, must be re-
 fused unless boxed or se-
 curely packed. Value not
 exceeding \$5.00 each A.
 Value exceeding \$5.00
 each D. A.
 Tripods A.
 Insurance Policies, blank, see
 Section C.

J

Jars—air-tight, butter.
 Jewelry, sealed or unsealed
 (rates in Section D do not
 apply). Graduated rates .. A.

K

Kerosene, refuse, see Rule 8.

L

Labels, see Section C.
 Lard B.
 Laundries, packages of cloth-
 ing shipped to or by, see
 Section B.
 Lemons B.
 Lettuce (gross weight) B.
 Lobsters B.
 Letter File Cases, see Furni-
 ture.
 Lithographed Views of Cities,
 mounted on cloth, with rol-
 lers, see Section C.
 Lithographic Stones, O. R.,
 must be boxed or crated .. D. A.
 Liquids, in glass demijohns,
 or earthenware, O. R. Re-
 fuse when enclosed in pa-
 per or paper boxes or other-
 wise improperly packed .. A.
 Lithographs, see Pictures, also
 Section C.

Live Stock. Receive only at O. R. of death, injury or escape. Shipper must be required to sign a contract on the form furnished by the company, releasing the Express as well as all transportation companies, whose line may be used, from any and all liabilities for loss or damage. Feed and utensils must be provided by shippers. Charges must be *prepaid or guaranteed*. Horses may not be taken unless authorized by Superintendents.

Burros, crated	A.
Burros, not crated, not exceeding 500 lbs. in weight and \$100 in value, minimum \$5 for each company carrying	1½ A.
Calves, crated	A.
Colts, see Ponies.	
Cows, not crated, estimate, single animal at 1,000 lbs.	D. A.
Cows, crated	A.
Goats, {	
Hogs, } crated	A.
Horses, estimate single animals at 1,000 lbs. minimum \$25 for each company carrying in absence of an agreement to divide the through rate	3 t A.
Horses, car loads of 10 horses, estimate at 10,000 lbs., and 1,000 lbs. more for each additional horse	A.
Ponies or Colts, not exceeding 500 lbs. in weight and \$100 in value, minimum, \$10.00 for each company carrying in absence of an agreement to divide the through rate.	
When not crated	1½ A.
When crated	A.
A Pony, Colt or Horse weighing over 500 lbs. net, will be classified same as a Horse	A.
Sheep, crated	A.
Lobsters, see Perishables.	

M

Magazines, see Section C.
Maps, see Section C.

Marble and Slate, manufactured, must be boxed or crated, O. R.	A.
Matches, refuse, see Rule 8.	
Mattresses	A.
Meat, sample cans of, from packing houses, see Section B.	
Meat—Fresh or cured	B.
Men, refuse.	
Mineral Water	B.
Mirrors, see Glass.	

N

Naptha, refuse, see Rule 8.
Negatives, see Photographic Dry Plates.
Newspapers, charge according to local agreements.
Newspapers, auxiliary, see Section B.

O

Okra	B.
Oars, crated	A.
Oars, not crated	D. A.
Oleo Butter	B.
Oleo Oil	B.
Oil, explosives or inflammables, refuse, see Rule 8.	
Opera Chairs, see Furniture.	
Opossums, see Animals.	
Organs not boxed for other than music dealers	1½ A.
Oranges	B.
Oysters in shell	B.
Oysters, canned, see scale of weights	B.

P

Painting, see Pictures.	
Pamphlets, see Section C.	
Paper for Cash Register, see Section C.	
Parsnips	B.
Peaches	B.
Peas	B.
Pears	B.
Pine Apples	B.
Plums	B.
Pomegranates	B.
Pop	B.
Potatoes	B.
Poultry, dressed	B.
Patent Insides, see Section B.	
Peanut Roasters	A.
Periodicals, see Section C.	
Photographs, not framed, see Section C.	

Photographic Dry Plates and Negatives, O. R. B.....	A.	Poultry, dressed.	E.
Planos, not boxed, minimum \$5.00 for each company carry- ing	1 ½ A.	Poultry—Live, O. R. of in- jury, death or escape. Food and utensils must be pro- vided by shippers. Coops and contents must not weigh over 150 lbs.	
Piano Stools, see Furniture.		Poultry, for market.	A.
Pictures, O. R., must be se- curely crated or boxed, and marked "Pictures," "Oil Paintings," etc. Shippers must invariably declare value, and it must be en- tered on the receipt.		Poultry, other than for market; released same as Live Stock, charges may be prepaid or guaranteed; en- ter the number of fowls in each coop on the way-bill	D. A.
Chromos.....	A.	Prices Current, see Section B.	
Crayon Por- traits		Prospectuses, see Section C.	
Engravings...		Proof sheets, see Section C.	
Lithographs...		Publications, see Section C.	
Machines or ..			
Stencil Paint- ings.....	D. A.	Q	
Oil Paintings		Quall, see pigeons.	
Pictures.....			
Water Colors		R	
		Rabbits—Dead, see Perish- ables, etc.	B.
Pigeons, Quails or Birds— Live, in coops for market or shooting tournaments, O. R. of injury, death or escape.		Rabbits—Live, see Animals.	B.
Coops and contents must not weigh over 150 lbs...	A.	Radishes.	B.
Pigeons—Live, shipped by Homing Pigeon Clubs, O. R. of injury, death or es- cape, in heavy flat topped baskets, with sufficient food and water for the trip. Minimum 50 cents per bas- ket for each company carry- ing. The same charge to be made on the basket, full or empty.		Reading Matter Plates, see Section B.	
Pistols, see Fire-arms.		Revolvers, see Fire-arms.	
Plants—Live, boxed or crated, so that they can be loaded with other freight without damage; prepaid or guaran- teed.	A.	Rifles, see Fire-arms.	
Plants, when not boxed or crated, prepaid or guaran- teed.	A.	Roots, see Section C.	
Plants, also see Section C.		S	
Plows, ordinary stirring and breaking	D. A.	Sausage—Fresh or cured. ...	B.
Ponies, see Live Stock.		School Desks, see Furniture.	
Pop, see Scale of Rates.		Scions, see Section C.	
Posters, see Section C.		Seeds, see Section C.	
		Sewing Machines, racked or boxed.	A.
		Sewing Machines, not racked or boxed, O. R.	1 ½ A.
		Sheep, see Live Stock.	
		Sheet Music, see Section C.	
		Show Cards, unmounted, see Section C.	
		Show Cases, see Glass.	
		Shrubs.	B.
		Signs, see Glass, also Section A.	
		Skins—Dressed.	A.
		Skins—Undressed.	B.
		Slate, see Marble.	
		Sleighs, see Vehicles.	
		Soap, samples of, given away for advertising purposes, see Section B.	
		Soda Founts, "charged."....	A.

Soda Water.
 Squashes (in crates).
 Strained Honey.
 Sugar Cane.
 Statuary, O. R., must be
 boxed or crated.
 Stencil Plates and Shipping
 Cards to be used on pack-
 ages to be returned by Ex-
 press when shipped by com-
 mission merchants to their
 customers, may be charged
 at advertising matter rate,
 Section A.
 Stereoscopic Views, see Sec-
 tion C.
 Sulkies, see Vehicles.
 Surveyors' Instruments, see
 Instruments.

T

Terrapin, live.
 Tricycles, see Vehicles.
 Tripods, see Instruments.
 Thermometers, see Instru-
 ments.
 Tomatoes.
 Trees and Shrubs (for plant-
 ing) boxed or baled, pre-
 paid or guaranteed.
 Turtles (in bbls.)
 Turtles—Live.
 Turnips.
 Typewriting Machines, se-
 curely boxed.
 Typewriting Machines, when
 in their cases only, or not
 securely boxed, O. R.

V

Valises, old.
 Vegetables, green.
 Vehicles—
 Bicycles, ordinary.
 Bicycles, railroad, taken
 apart.
 Bicycles, safety, K. D. and
 boxed or crated.
 Bicycle Wheels, same as the
 machine to which they
 belong, except that the
 small wheel of the "Or-
 dinary" Bicycle may be

B.
 B.
 B.
 B.
 D. A.
 Buggies, taken at merchandise rate
 when boxed or crated.
 Buggies, K. D. and boxed
 or crated, minimum \$3.00
 for each company carry-
 ing. 1 ½ A.
 Buggies, not K. D. and
 boxed or crated, mini-
 mum \$3.00 for each com-
 pany carrying. 3 t A.
 Children's Carriages. D. A.
 Carriages, K. D. and boxed
 or crated. 1 ½ A.
 Carriages, not K. D. and
 boxed or crated. 3 t A.
 Carriages or Buggy Poles,
 with singletrees securely
 attached. A.
 Cutters, with thills de-
 tached, boxed or crated,
 minimum, \$3.00 for each
 company carrying. 1 ½ A.
 Sleighs, K. D. and boxed or
 crated, minimum, \$3.00
 for each company carry-
 ing. 1 ½ A.
 Sleighs, not K. D. not boxed
 or crated, minimum, \$3.00
 for each company carry-
 ing. 3 ½ A.
 Sleigh, with thills detached,
 boxed or crated, mini-
 mum, \$3.00 for each com-
 pany carrying. 1 ½ A.
 Sulkies, K. D. and boxed or
 crated, minimum, \$1.50
 for each company carry-
 ing. 1 ½ A.
 Sulkies, not K. D. nor boxed
 or crated, minimum, \$3.00
 for each company carry-
 ing. 3 t A.
 Tricycles, K. D. and boxed
 or crated. A.
 Tricycles, not K. D. and
 boxed or crated. D. A.
 Velocipedes. D. A.
 Velocipedes, children's. .. A.

W

Watches, see Jewelry.

Y

Yeast Compressed. B.

Statement of Financial Operations of Railroads for the Year Ending June 30, 1908.

	Gross Earnings	Operating Expenses.	Net Earnings	Deficits.	Gross Earnings per mile.	Operating Expenses per mile.	Net Earnings per mile.	Per Centage of Operating Expenses to Gross Earnings.
Alabama Great Southern	\$ 277,706 81	\$ 216,600 70	\$ 61,106 11	\$	\$ 11,433 97	\$ 8,917 38	\$ 2,516 59	78 00
Albany & Northern	92,732 80	73,496 41	19,236 39	.....	2,649 22	2,271 31	377 89	86 00
Atlanta & Birmingham Air Line	403,128 45	294,888 49	107,239 96	.....	4,038 94	2,964 60	1,074 44	73 33
Atlanta, Birmingham & Atlantic	1,419,672 38	1,065,978 75	363,693 63	.....	3,353 30	2,454 22	899 08	74 38
Atlanta Northern	126,065 85	96,462 59	29,603 26	.....	8,615 00	6,616 00	2,000 00	76 50
Atlanta & West Point	1,151,791 07	916,405 14	235,385 93	.....	13,888 53	10,413 69	2,674 84	71 58
Atlantic Coast Line	4,616,075 70	3,998,880 13	1,317,195 57	.....	6,467 08	4,761 08	1,706 06	73 62
Augusta Belt	9,960 04	9,628 07	421 97	.....	2,646 39	2,634 39	112 17	95 76
Augusta Southern	167,317 95	131,554 02	35,763 93	.....	3,017 58	1,598 33	431 25	78 63
Brunson Railway	37,063 40	27,860 23	9,203 17	.....	1,398 59	1,102 93	364 33	75 17
Central of Georgia	8,989,397 56	6,468,968 44	2,486,429 12	.....	6,708 74	4,843 50	1,865 24	73 30
Charleston & Western Carolina	139,201 33	106,465 43	22,735 90	.....	6,311 74	5,201 05	1,110 69	83 40
Chattanooga Southern	49,086 50	51,230 80	.....	2,193 80	493 41	506 45	.....	104 43
Fitzgerald, Ocala & Broxton	59,455 98	68,416 66	1,039 27	.....	1,480 11	1,454 21	25 90	98 25
Flint River & Northeastern	25,694 04	20,653 26	5,040 78	.....	1,037 36	826 13	201 23	80 38
Florida Central	5,789 62	1,260 38	4,479 29	.....	441 51	96 96	344 56	21 96
*Florida & Indian Springs	5,784 40	4,718 91	1,065 49	.....	2,203 60	1,797 68	413 92	81 60
Gainesville Midland	183,892 36	128,418 08	10,464 28	.....	1,876 78	1,735 38	141 40	93 46
Garbutt & Donovan Short Line	2,539 34	7,394 01	.....	4,854 67	169 29	492 93	.....	291 00
Georgia Railroad	2,858,750 36	2,366,135 34	492,614 53	.....	9,311 89	7,707 28	1,604 61	83 77
Georgia Coast & Piedmont	65,022 60	63,510 18	1,512 42	.....	802 75	787 90	14 85	97 60
Georgia, Florida & Alabama	285,831 68	206,901 75	28,929 93	.....	2,776 08	2,434 15	340 93	87 79
Georgia Northern	160,702 84	1,871 63	41,971 24	.....	2,368 27	1,746 06	617 22	73 88
Georgia & Florida	808,610 43	270,726 51	83,983 91	.....	1,346 30	1,193 62	153 67	88 58
Georgia Southern & Florida	1,588,586 17	1,183,564 31	455,021 56	.....	6,689 86	4,737 99	1,901 87	71 36
Gulf Line	114,521 24	118,464 28	1,056 96	.....	1,481 77	1,467 85	13 92	99 08
Hartwell Railway	20,835 89	15,109 78	5,236 11	.....	2,013 45	1,498 02	517 43	74 30
Lawrenceville Branch	5,756 51	6,286 74	.....	470 23	675 65	633 67	.....	112 35
Lexington Terminal	5,474 63	5,635 55	.....	60 98	1,629 22	1,546 24	.....	101 11
Louisville & Nashville	1,363,778 92	1,118,985 42	149,853 50	.....	4,884 92	4,305 69	579 23	88 14

*Figures cover period from October 1st, 1907 to September 30, 1908.

Statement of Financial Operations of Railroads for the Year Ending June 30, 1908. (Continued.)

	Gross Earnings	Operating Expenses	Net Earnings	Deficits.	Gross Earnings per mile.	Operating Expenses per mile.	Net Earnings per mile.	Per Centage of Operating Expenses to Gross Earnings.
Louisville & Wadley	25,461 10	15,381 72	10,129 38	..	2,546 11	1,538 17	1,012 94	60 22
Macon & Birmingham	146,881 64	153,855 67	..	6,974 03	1,393 87	1,465 29	..	104 75
Macon, Dublin & Savannah	350,370 98	288,674 66	61,696 32	..	3,771 89	3,107 70	661 19	82 39
Milltown Air Line	15,328 96	10,090 17	5,433 79	..	1,524 40	1,009 02	543 48	64 80
Monroe Railroad	26,134 28	23,480 06	3,654 22	..	2,613 43	2,248 01	365 42	86 02
Register & Glennville	47,285 80	31,742 64	15,542 66	..	1,125 84	755 78	370 06	67 13
Sandersville Railroad	12,963 73	11,979 61	984 11	..	3,240 43	2,994 90	246 03	92 40
Savannah & Statesboro	55,462 22	43,492 88	13,469 34	..	1,695 82	1,287 84	407 98	76 00
Seaboard Air Line	8,522,474 29	2,825,150 07	6,973,324 22	..	5,406 80	4,386 45	1,070 35	80 20
Southern Railway	6,764,348 15	5,622,898 49	1,141,949 66	..	6,414 01	5,381 20	1,032 81	83 12
South Georgia	103,242 60	58,444 15	43,798 45	..	2,649 45	1,514 49	1,134 96	53 00
Sylvania & Girard	82,622 43	25,567 19	6,955 24	..	2,168 16	1,704 48	463 68	78 60
Talbotton Railroad	11,396 15	10,875 77	920 38	..	1,613 84	1,482 25	131 48	91 80
Tallahassee & Gulf	70,201 64	72,863 89	..	2,661 25	1,613 84	1,675 01	..	103 79
Union Point & White Plains	12,882 88	20,873 58	..	7,990 70	917 25	1,509 15	..	164 53
Wadley Southern	106,289 63	104,548 64	1,740 99	..	1,181 00	1,161 65	98 44	98 36
Western & Atlantic	2,664,757 17	1,975,513 70	689,243 47	..	18,783 89	13,887 62	4,846 27	74 13
Wrightsville & Tennille	270,977 21	204,656 80	66,320 61	..	2,576 56	1,945 96	630 60	75 53
Totals	\$38,516,706 65	\$29,969,985 72	\$ 8,571,926 54	\$25,205 61	..	..	..	..

† Figures cover Nashville, Chattanooga & St. Louis Ry. in Georgia.

Summary of Financial Operations of Railroads in Georgia.

	Railroad Mileage in Georgia.	Gross Earnings.	Operating Expenses.	Net Earnings.	Percentage Operating Expenses to Gross Earnings
1895	5,240.52	\$16,930,146.96	\$12,397,730.60	\$4,532,416.36	73.20
1896	5,291.41	18,458,467.95	13,188,336.28	5,270,131.67	71.40
1897	5,374.82	18,305,051.82	12,672,702.76	5,632,349.06	69.20
1898	5,475.26	19,046,988.95	13,494,677.94	5,552,306.01	70.80
1899	5,581.86	21,087,310.36	14,790,718.85	6,296,591.51	70.14
1900	5,614.88	22,211,850.06	15,421,330.63	6,790,519.43	69.43
1901	5,816.80	23,246,225.52	16,383,652.23	6,862,573.19	70.48
1902	6,035.32	24,952,768.87	17,638,014.23	7,314,754.64	70.68
1903	6,046.86	30,413,823.75	21,434,488.81	9,042,499.41	70.47
1904	6,229.31	30,742,015.50	21,774,925.37	9,026,644.00	70.83
1905	6,424.46	33,232,891.12	23,308,670.51	10,016,074.15	70.50
1906	6,467.56	37,106,555.77	26,833,704.59	10,359,490.11	72.04
1907	6,704.44	40,727,877.45	32,052,750.87	8,795,997.54	78.69
1908	6,828.53	38,516,706.65	29,969,985.72	8,571,926.54	77.80

RAILROAD MILEAGE IN THE STATE OF GEORGIA.

IN MILES AND DECIMAL FRACTIONS.

Alabama Great Southern.....	24.29
Albany & Northern —.....	35.00
Atlanta & West Point	86.11
-Atlanta Belt Line	5.51
-Atlanta, Stone Mountain & Lithonia	3.50
Atlanta, Birmingham & Atlantic	484.20
Atlantic Coast Line	680.21
-Atlanta Northern	17.50
-Augusta Belt	3.76
Augusta Southern	82.80
Augusta & Summerville	4.32
-Augusta Terminal	2.53
Bostwick Railroad	6.50
Brinson Railway	25.00
Central of Georgia	1,332.50
Charleston & Western Carolina	20.47
Chattahoochee Valley	1.50
Chattanooga Southern	42.63
-Clarksville Railway	1.13
Fitzgerald, Ocilla & Broxton	39.10
Flint River & Northeastern	24.00
Florida Central	13.00
Florilla & Indian Springs	2.62
Gainesville Midland	72.00
Garbutt & Donovan Short Line	15.00
Georgia Railroad	312.50
Georgia & Florida	241.57
Georgia Coast & Piedmont	82.00
Georgia, Florida & Alabama	85.40
-Georgia Granite	4.00
Georgia Northern	67.50
Georgia Southern & Florida	239.25
Gulf Line	77.66
Hartwell	10.10
Lawrenceville R.R. & N.	9.58
-Lexington Terminal	3.53
Louisville & Nashville	165.28
Louisville & Wadley	11.00
Macon & Birmingham	96.80
Macon, Dublin & Savannah	92.89
Milltown Air Line	10.00
Nashville, Chattanooga & St. Louis	142.25
Ocilla, Pinebloom & Valdosta	12.00
Register & Glennville	39.00
Sandersville	4.00
Savannah, Augusta & Northern	25.00
Savannah & Statesboro	32.50
Savannah Valley	37.00
Seaboard Air Line	737.62
Smithonia & Dunlap	7.00
Smithonia, Danielsville & Carnesville	6.00
Southern Railway	916.52
South Georgia	38.59
Statenville Railway	14.00
St. Mary's & Kingland	11.00

Sylvania & Girard	14.75
Talbotton	6.50
Tallulah Falls	43.50
- Union Point & White Plains	12.00
Wadley Southern	90.00
Western of Alabama .....	.17
Wrightsville & Tennille	104.42
<hr/>	
Total mileage	6,828.53
Mileage as shown in thirty-fifth report	6,704.44
<hr/>	
Increase	124.09

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